



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

October 6, 2016

Ryan Sanders Sports Services, LLC  
Attn: George King  
3400 East Palm Valley Boulevard  
Round Rock, TX 78665  
gking@rs3sports.com

Dear Mr. King:

The Austin City Council approved the execution of a contract with your company in accordance with the referenced solicitation.

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Kevin Gomillion
Department Contact Email Address:	Kevin.Gomillion@austintexas.gov
Department Contact Telephone:	(512) 974-9351
Project Name:	Management of Food and Beverage Concession at Clay/Kizer Golf Complex
Contractor Name:	Ryan Sanders Sports Services, LLC
Contract Number:	MA 8600 NR170000002
Contract Period:	10/12/2016 – 10/11/2026 (initial term)
Dollar Amount:	Revenue Contract
Extension Options:	Two 60-month extension options
Requisition Number:	RQM 8600 16032800356
Solicitation Type & Number:	RFP SMB0104
Agenda Item Number:	33
Council Approval Date:	10/06/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Brandt  
Senior Buyer Specialist  
City of Austin  
Purchasing Office

cc: Kevin Gomillion, Parks and Recreation Department  
Idella Wilson, Parks and Recreation Department

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Ryan Sanders Sports Services, LLC  
For  
Management of Food and Beverage Concession at Clay/Kizer Golf Complex  
Contract # MA 8600 NR170000002**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Ryan Sanders Sports Services, LLC ("Contractor" or "RS3 Food & Beverage"), having offices at 3400 East Palm Valley Boulevard, Round Rock, Texas 78665.

On April 11, 2016, the City issued solicitation RFP SMB0104, seeking proposals for a third party to renovate, operate, maintain, and manage the food and beverage concession at the Jimmy Clay/Roy Kizer Municipal Golf Complex ("Complex"), located at 5400 Jimmy Clay Drive, Austin, Texas 78744.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment on the City's behalf, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be George King, Phone: (512) 238-2202, Email Address: gking@rs3sports.com. The City's Contract Manager for the engagement shall be Kevin Gomillion, Phone: (512) 974-351, Email Address: Kevin.Gomillion@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

The City grants the Contractor the right to renovate, operate, maintain, and manage the food and beverage concession ("Concession" or "Premises"), located at the Complex, including the golf courses themselves. The Contractor shall have the exclusive right to sell food and beverages (including alcoholic beverages) on the City's behalf at the Complex and shall provide the City with a turnkey operation of the Concession, including staffing, management, food service, janitorial service, and any other function consistent with an operation of this type. The Contractor shall manage and operate the Concession in a manner that is consistent with the City's goal of providing superior customer service to the public and in strict accordance with the Contract's terms, covenants, and conditions and all applicable Federal, State, and local laws, rules, and regulations.

2.1 **Hours of Operation.** The Contractor shall, at minimum, maintain hours of operation during the operating hours of the Complex or as approved in writing by the City's Contract Manager. The City, at its discretion, may modify its hours of operation at any time due to weather, holidays, or other reasons. The City will make reasonable efforts but does not guarantee advance notification to the Contractor of such changes.

## 2.2 **Staffing/Workforce.**

2.2.1 The Contractor shall appoint on-site supervisory personnel during the Concession's operating hours to ensure an adequate, pleasant, and prompt operation.

2.2.2 The Contractor shall hire, train, supervise, and deploy in the optimum number to match work requirements, in each work classification, employees who are proficient, productive, and courteous to customers, whose appearance, manner, and character reflect positively on the City.

2.2.3 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

2.2.4 *Criminal Background Investigation (CBI).* The Contractor shall perform a Criminal Background Investigation on any staff performing services on the Premises. The Contractor shall not allow any individual to begin work at the Concession until the Contractor has provided the City with written verification that the individual has received a successful CBI rating. Contractor's CBI process shall be subject to the City's approval.

2.2.5 The Contractor's staff shall wear clothing that easily identifies them as Contractor personnel. The City reserves the right to approve all uniform/clothing options provided by the Contractor.

2.2.6 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

2.2.6.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

2.2.6.2 use or possess alcoholic or other intoxicating beverages, except in the course and scope of operating the Concession, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

2.2.7 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

## 2.3 **Customer Service.**

2.3.1 The Contractor shall employ such personnel as will assure a high standard of customer service to the public.

2.3.2 The Contractor shall provide to the City a written process by which it will obtain and respond to customer comments no later than 90 days from the Effective Date. Methods for soliciting customer comment may include a complaint box, website, email address, or Quick Response Code.

2.3.3 The Contractor shall maintain a written policy including but not limited to staff training, dress code, hygiene, and other relevant information pertaining to Concession staff, which is subject to the City's approval.

2.3.4 The Contractor shall maintain the same quality of service for the duration of the Concession's operating hours, including seasonal rush hours.

2.4 **Equipment; Supplies.** The Contractor shall provide, either as part of a capital expenditure reimbursable and amortized throughout the terms of this Agreement or as an operating expense to be paid out of the Operating Account, all equipment and supplies necessary to operate the Concession. Equipment and supplies shall include but are not limited to cooking devices, serving pieces, utensils, storage containers, point of sale terminals, ADA accessible seating and tables, and receptacles for waste as described in Section 2.15. The Contractor shall be

solely responsible for the maintenance and repair of all equipment and supplies used by the Contractor. All equipment purchased for the operation will become the property of the City once amortized or otherwise reimbursed or paid for.

2.5 **Inventory.** The Contractor shall be responsible for maintaining sufficient inventory of products to meet anticipated demand. As an operating expense paid out of the Operating Account, the Contractor shall be solely responsible for ordering and transporting products to and from the Concession.

2.6 **Menu; Pricing.** The Contractor shall obtain written approval from the City's Contract Manager for the final menu and pricing, excepting alcoholic beverages which the Contractor shall control, to be offered at the Concession. The City and Contractor may amend the menu in writing during the term of this Contract. When making a request to the City for a change to the menu and/or prices, the Contractor shall provide a written request and explanation for the change. Prices shall be affordable and consistent with industry standards.

2.7 **Nutrition.** The Contractor shall ensure that nutritional information is available for all food and beverages offered at the Concession. The Contractor shall make commercially reasonable efforts to offer healthy, wholesome, and nutritious food and beverage options at the Concession as defined by guidelines adopted by the City.

2.8 **Sustainability.** The Contractor shall incorporate sustainable best practices into its operations, such as reduced energy and water usage, locally sourced foods, recycling, and composting.

2.9 **Health; Sanitation; Cleaning Responsibilities.** The Contractor shall be responsible for maintaining a high standard of service, hygiene, cleanliness, and sanitation of the Premises. The Contractor shall keep the Premises and the area within 150 feet of the Premises clean, including the storeroom, free and clear from rubbish, filth, refuse, flies, roaches, bees and other pests. The Contractor shall employ necessary personnel, install necessary storage containers and equipment and secure service contract for disposal of rubbish and refuse in the area to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance such as odors and presence of vermin.

2.10 **Coordination of Activities.** The Contractor shall coordinate activities with the City's On-Site Complex Manager to ensure that Concession activities do not interfere with the general operation of the Complex or when special events and tournaments are scheduled.

2.11 **Marketing; Promotional Activities; Signage.**

2.11.1 The Contractor's shall promote the Concession according to the Marketing Plan described in the Contractor's Offer. The Contractor is encouraged to engage in other marketing and promotional activities of the Concession through the internet, social media, or some other manner with prior written approval from the City's Contract Manager.

2.11.2 The Contractor shall install signage on the Premises to promote the Concession. The style, size, form, content, design, materials, and location of all signage usage by the Contractor to promote the Concession shall be subject to the City's written approval.

2.11.3 Upon expiration or termination of this Contract, the Contractor shall remove business venture signage, corporate logos, advertisements, website, or other promotions at the request of the City.

2.12 **Capital Repairs; Improvements; Renovations.**

2.12.1 The Contractor shall complete the renovations and improvements described in its Offer according to a timeline approved by the City. With the prior written approval of the City's Contract Manager, the Contractor may make additional capital repairs, improvements, and/or renovations to the Premises.

2.12.2 Upon expiration or termination of the Contract, repairs and/or improvements to fixed assets shall become property of the City.

2.13 **Maintenance and Repairs.** As an operating expense paid out of the Operating Account the Contractor shall be responsible for the maintenance and repairs of all nonstructural, mechanical, or electrical components of the Concession, including but not limited to water and drainage systems, windows, doors, grease traps, utility units, service counters, equipment, and food preparation areas.



2.14 **Security.** The City will provide a single security system for the Complex. The Contractor shall implement preventative measures against vagrancy, vandalism, arson, or other illegal acts and shall maintain reasonable physical security controls of the Premises.

2.15 **Waste Management.** The Contractor shall be responsible for the collection and removal of solid waste, recyclables, and organic waste from the Premises and into dumpsters located at the Complex.

2.15.1 The Contractor shall dispose of all waste streams in compliance with all applicable laws, ordinance, specifications, rules and regulations as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, and any other applicable federal, state, or local governmental provision prevailing during the term of the Contract. The Contractor shall comply with all applicable provisions of the City of Austin Universal Recycling Ordinance and of its future amendments.

2.15.2 The Contractor shall manage waste in a manner that prevents the inception and spread of infectious or contagious diseases and effectively prevents the creation of a nuisance such as odors or presence of pests.

2.15.3 The Contractor shall provide separate receptacles to collect solid waste, recyclables, and organic waste. The City will not provide receptacles or waste management services on the Premises.

2.16 **Permits; Licenses; Compliance with Laws.** The Contractor shall, as an operating expense paid out of the Operating Account, obtain all permits and licenses required to operate and manage the Concession and agrees to comply, as an operating expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations, and other requirements that are applicable to the Concession and its employees' performance of services. The Contractor's employees shall at all times while operating at the Concession, comply with all applicable federal, state, and local laws, regulations, ordinances, and City policies. The Contractor shall assure that the Concession is operating in an appropriate manner consistent with industry standards and compliant with the Department of Health, City of Austin Health Department, or any other applicable entities or regulations. All permits and licenses shall be displayed in a conspicuous location.

2.17 **Intent of Parties; Agreement to Amend.** The parties recognize that the Texas Alcoholic Beverage Code requires that Contractor maintain exclusive occupancy and control of the Complex in the purchase, storage, distribution, possession, transportation and sale of alcoholic beverages there and affirm their intent and belief that the terms of this Agreement reserves those rights to Contractor. In the event that Contractor learns that any provision herein violates that requirement, whether by notice from the Texas Alcoholic Beverage Commission or otherwise, the parties agree to promptly amend this Agreement to the extent required to assure that Contractor retains such occupancy and control.

2.18 **Transition.** Upon expiration or termination of the Contract and in the event of changeover in contractor, the Contractor shall work cooperatively with the City and any party designated by the City to transition operation and management of the Concession.

2.19 **Prohibited Activities.**

2.19.1 The Contractor shall not permit any defacing of the Premises.

2.19.2 The Contractor shall permit no undue loitering.

2.19.3 The Contractor shall permit no objectionable language.

2.19.4 No smoking on the Premises. The Contractor shall post no smoking signs and enforce the City's no smoking ordinance on the Premises.

2.19.5 The Contractor shall not use any part of the Premises for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Premises.

2.20 **Taxes.** As an operating expense paid out of the Operating Account, the Contractor agrees to pay any and all lawful taxes upon personal property and improvements and all other lawful taxes levied against the property, income, and/or City equipment.

## **2.21 Reporting.**

2.21.1 Monthly Reports. The Contractor shall submit monthly reports to the City no later than the 15th calendar day of each month with the payments described in Sections 3.1 and 3.2. If the due date falls on a weekend or holiday observed by the City, the Monthly Report will be due the following business day. Monthly Reports shall include:

2.21.1.1 Revenue Report. The Contractor shall report on monthly concession revenue, sales tax, gratuities, expenditures, and amount payable to the City. The Contractor shall also provide cash register tapes or other valid form of sales documentation for the reporting month. The Contractor shall include in its Revenue Report, all sales, including sales from mobile concession carts, package deals, etc.

2.21.1.2 Licenses, Permits, etc. The Contractor shall include in the first Monthly Report, copies of all documents, such as licenses and permits to substantiate compliance with Section 2.16. The Contractor shall submit in subsequent Monthly Reports copies of updated or new licenses, permits, or other documents.

2.21.1.3 Promotional Activities. The Contractor shall report on monthly activities to promote the Concession.

2.21.2 The Contractor shall submit to the City a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) and all other applicable federal tax forms, including extension forms pertaining specifically to the Concession. This is due annually to the City Contract Manager no later than seven business days after filing with the Internal Revenue Service.

### **2.21.3 Other Reports.**

2.21.3.1 The Contractor shall submit upon request the following financial reports related to the obligations of this Contract: income statement; balance sheet; cash flow statement; and bank statements. The Contractor shall submit via email monthly reports within 10 business days of the City's written request.

2.21.3.2 The Contractor shall submit incident reports via email no later than two business days from the time of the incident.

2.21.4 The Contractor shall promptly report to the City Contract Manager any problems encountered that may delay or threaten service provision services during the operation of the Concession.

2.22 The Contractor shall amortize and reimbursement payments to the Contractor shall be made for all improvement costs on a straight-line basis over the term of the Contract.

2.23 The City makes no guarantee of the condition or standard of the structure on the Premises or any infrastructure or utility in connection with the Premises. The Contractor shall accept the terms and conditions of the Contract with the full knowledge that the Premises are "as-is".

2.24 The City reserves the right to conduct periodic and regular inspections at any time as may be required to ensure that fire, safety, health, maintenance, and sanitation regulations and any other provisions contained in this Contract or in the City Code are being adhered to by the Contractor. The City has the right to close down operations it deems unsanitary or in violation of any requirements under the Contract.

## **2.25 City Responsibilities.**

2.25.1 The City will provide the Concessionaire with an on-site point of contact from the City during Complex hours of operation and a remote point of contact outside the Complex's hours of operation.

2.25.2 The City will provide repairs to the building structure at no cost to the Contractor, unless repairs are necessary due to the negligence of the Contractor or its employees or agent.

2.25.3 The City will make repairs identified by the Department of Health and Human Services for the Concessionaire to obtain the initial Certificate of Occupancy for its operations at the Complex.

2.25.4 The City will provide a vent hood in the kitchen area.

2.25.5 The City will provide waste collection at the Complex dumpster site, HVAC, electricity, gas, water, and sewer services.

2.25.6 The City will service restrooms for the duration of the Contract.

2.25.7 The City will remodel restrooms and anticipates work to begin in fall of 2016. The City will provide temporary restrooms for the duration of the restroom remodel.

### **SECTION 3. FINANCIAL ARRANGEMENT**

#### **3.1 Operating Account.**

3.1.1 Contractor shall establish and manage an Operating Account on behalf of the City, at a financial institution agreeable to the City, separate from all other accounts, and shall deposit into the Operating Account, all monies and revenues of any type generated by the Contractor at the Concession ("Gross Revenue"). Contractor (by and through its designated representative) must be named the authorized signatory on the Operating Account for the term of the Contract. All Gross Receipts must be deposited into the Operating Account and all operating expenses paid out of available funds in the Operating Account. All funds deposited in the Operating Account are the property of the City and may only be withdrawn from the Operating Account as provided in the Contract or otherwise directed in writing by the City.

3.1.2 The Contractor shall utilize the Operating Account exclusively for deposit of gross revenues; payment of direct operating expenses, goods and services (including food, beverages, equipment, fees, insurance, licenses, materials merchandise, product and supplies, employee wages, fringe and benefits and payments associated with the Concession), and for the maintenance, repair and replacement of equipment, furniture, smallwares, and fixtures that are used and employed by Contractor and other variable and non-variable expenses directly related to its duties and obligations in the operation of the Concession; payment of the Management Fee and the amortization payments for capital expenditures made by Contractor and related interest improvement expenses; transfer of gross revenue from alcoholic beverage sales to a separate, dedicated account; disbursement of Commissions and reimbursements to the City; or as otherwise directed by the City in writing.

3.1.3 The Contractor has no obligation to fund the Operating Account out of its own financial resources. However, the Contractor may, at its sole discretion, advance funds into the Operating Account, such as start-up capital, to provide necessary operating funds when the Operating Account does not have sufficient funds. If the Contractor advances any funds to the Operating Account, those funds are a financial obligation of the City and must be repaid to the Contractor and may be withdrawn from the Operating Account by the Contractor as funds are available in the Operating Account.

3.1.4 The Contractor shall deposit all Gross Revenue into the Operating Account. However, no less often than once per month, the Contractor shall withdraw all Gross Revenue generated as a result of alcoholic beverage sales from the Operating Account and deposit the funds into a commercial banking account owned by and held in the name of the Contractor. All funds deposited in said account are the property of the Contractor.

3.1.5 The City will retain any and all interest accrued in the Operating Account.

#### **3.2 Commissions and Reimbursements from Alcoholic Beverage Sales.**

3.2.1 The Contractor shall pay to the City thirty percent (30%) of all Gross Revenue earned as a result of all alcoholic beverage sales conducted at the Concession. The Contractor shall deposit the sum payable to the City ("Commission") into the Operating Account. Deposit of the Commission into the Operating Account is due no later than the 15<sup>th</sup> of each month for Gross Revenue of alcoholic beverage sales earned in the preceding month.

3.2.2 The Contractor shall pay and be responsible for all direct expenses incurred as a result of

alcoholic beverage sales and services, including but not limited to alcoholic beverage inventory and related taxes. In addition, not later than the 15<sup>th</sup> of each month, Contractor shall pay into the Operating Account its share of all costs and expenses incurred at the Complex that are attributable to the operation of the Concession. To the extent that there are (i) any employees whose duties include both alcoholic beverage sales and service and food and beverages sales and service at the Complex or (ii) any expenses incurred at the Complex which partially arise out of or are partially incurred in connection with the Concession, then Contractor shall bear its share of all such salaries, fees, costs and other expenses for such shared employees in its reimbursement to the Operating Account.

3.2.3 Both the City and Contractor recognize that it is not the intent of this Contract for the Contractor to suffer financial losses from the sale of alcoholic beverages. The City and Contractor shall review the commissions and reimbursements paid to the City for alcoholic beverage sales at the end of each year (where a year is defined as the City's fiscal year of October 1 through September 30) and may make adjustments relative to the sales of alcoholic beverages and food and beverage as mutually agreed upon in writing by the parties, such agreement shall not be unreasonably withheld by either party. Failure to reach such an agreement within 30 days of the end of the City's fiscal year as noted above, shall give the City or the Contractor the right to terminate this Agreement and such termination shall be deemed a termination without cause pursuant to the terms of Section 4.5.

3.3 **Management Fee.** The City shall pay the Contractor a fixed Management Fee of Fifty Thousand Dollars (\$50,000 US) per Accounting Year, where Accounting Year is defined as the 12-month period commencing October 1, for services under the Contract. The Contractor shall deduct the Management Fee in equal monthly installments as an operating expense from the Operating Account.

3.4 **Disbursement of Net Profits.** The Contractor shall disburse Net Profits ("Net Profits" is defined as the amount by which Gross Revenue exceeds operating expenses less Management Fee and improvement expenses, not to include alcohol net profit) to the City in three payments. The Contractor shall make the first payment to the City no later than April 30 for the period of October 1 through March 31; the Contractor shall make the second payment to the City no later than September 30<sup>th</sup> for the period of April 1 through September 15; the Contractor shall make the third payment no later than October 31 for the period of September 16 through September 30<sup>th</sup>. Any net losses in one payment period will be offset against the net profits of the following payment period (or subsequent profitable payment period).

### 3.5 **Final Payment and Close-Out.**

3.5.1 The acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit, provided that any claims which survive the acceptance of the final payment shall only survive in accordance with the terms of this Contract; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those (1) previously asserted in writing and not yet settled, (2) arising from failure of the City to comply with the Contract or (3) arising from the Contractor's continuing obligations under the Contract, provided that any claims which survive the acceptance of the final payment shall only survive in accordance with the terms of this Contract.

## SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Effective Date of the Contract shall be October 12, 2016. The Contract shall be in effect for an initial term of 120 months and may be extended thereafter for up to two additional 60-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this Contract shall be expended on the same terms and conditions for an additional period as indicated in paragraph 4.1 above.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City strictly as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City or the Contractor shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination by the City or the Contractor, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof, including the full payment of any unamortized portion of capital expenditures for improvements or repairs provided by the Contractor that may be outstanding.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 As an operating expense paid from the Operating Account, the Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:



5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** The City accepts that the Contractor cannot assure financial results and both parties enter into this Agreement with the intent of working together to ensure deliverables are met without expectation of net profit thresholds. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables provided they are the result of Consultant's gross negligence or unlawful conduct and not the performance of the operation. If any such acceptance as a result of Contractor's gross negligence or unlawful conduct occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If such acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **No Guarantee of Results.** Contractor will use commercially reasonable efforts to ensure that the planning, preparation and performance resulting from its advice, management and consultation will result in actual costs of maintaining and operating the Complex's food and beverage service achieve its maximum potential, whether by line item or cumulative expense. The parties acknowledge and agree, however, that the financial performance of the operation are dependent on and subject to circumstances, actual attendance and patronage, and various other factors at the Complex that are not within Contractor's control, and thus Contractor is not required to strictly comply with the financial projections and the actual revenue and expenses may exceed or be less than set out in forecasts made by or for the City. City recognizes many pertinent variables such as pricing, weather, attendance and patronage, and other considerable factors prevail on its operation at the Complex, and Contractor does not warrant, nor does the City expect, guaranteed results for either planned, discussed or budgeted performance or profitability forecasts.

## 5.5 **Delays.**

5.5.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the

Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

6.1 **Warranty – Services.** Subject to Section 5.4 above (No Guarantee of Results), the Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract.

7.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, sanitation, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City, the Texas Department of State Health Services, and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.3 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.3.3 any significant termination or addition of provider contracts;

7.3.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.3.6 reorganization, reduction and/or relocation in key personnel;

7.3.7 known or anticipated sale, merger, or acquisition;

7.3.8 known, planned or anticipated stock sales;

7.3.9 any litigation against the Contractor; or

7.3.10 significant change in market share or product focus.

7.4 **Right To Audit.**

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work

until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## **7.6 Indemnity.**

### **7.6.1 Definitions:**

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.6.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.6.3 THE CITY SHALL DEFEND (AT THE OPTION OF THE CONTRACTOR), INDEMNIFY, AND HOLD THE CONTRACTOR, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CITY, OR THE CITY'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CITY'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.7 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.8 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:  
City of Austin, Purchasing Office  
ATTN: Sandy Brandt  
P O Box 1088  
Austin, TX 78767

To the Contractor:  
Ryan Sanders Sports Services, LLC  
ATTN: George King, Contract Manager  
3400 East Palm Valley Boulevard  
Round Rock, Texas 78665

7.9 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.13 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.14 **Independent Contractor.** Despite all expenses for employees carrying out the Contractor's duties related to the Concession being paid as an operating expense directly out of the Operating Account, the Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's

services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.16 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.17 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.19 **Dispute Resolution.**

7.19.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.19.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.20.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.20.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.20.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

## 7.21 **Subcontractors.**

7.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and



7.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

## **7.22 Living Wages.**

7.22.1 The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

7.22.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.22.3 The Contractor shall institute a tip credit payment policy equal to the difference between a cash wage and the City's current living wage for eligible tipped employees, as defined and further described by the Fair Labor Standards Act (FLSA).

7.22.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the FLSA.

7.22.5 The Contractor shall provide to the Department's Contract Manager no later than January 1, 2017, individual Employee Certifications for all employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each employee directly assigned to the Contract. The Employee Certification form is available on-line at:  
[https://assets.austintexas.gov/purchase/living\\_wages\\_employee\\_certification.pdf](https://assets.austintexas.gov/purchase/living_wages_employee_certification.pdf)

7.22.6 Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

7.22.7 The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in 7.22.4 above to verify compliance with this provision.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**Holidays.** The following holidays are observed by the City. However, the Complex is open every day except for Christmas.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning set forth in Section 0100, Standard Purchase Definitions.

7.28 **Order of Precedence.** The Contract includes, without limitation, this document, Exhibits, Attachments, the Solicitation (RFP SMB0104), and the Contractor's Offer submitted in response to the Solicitation. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.28.1 this document and Exhibits;
- 7.28.2 the Solicitation, RFP SMB0104 issued on April 11, 2016; and
- 7.28.3 the Contractor's Offer and exhibits.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

RYAN SANDERS SPORTS SERVICES, LLC

CITY OF AUSTIN

By:   
Signature

By:   
Signature

Name: George King  
Printed Name

Name: Sandy Brandt  
Printed Name

Title: ASIS President

Title: Senior Buyer Specialist

Date: OCT 6 2016

Date: October 6, 2016

**List of Exhibits**

Exhibit A Non Discrimination Certification, Section 0800

**List of Attachments**

- Attachment 1 City of Austin Request for Proposal, SMB0104, issued April 11, 2016, and all addenda thereto ("RFP")
- Attachment 2 Ryan Sanders Sports Services, LLC's Offer dated April 28, 2016 and Best and Final Offer dated June 20, 2016

**EXHIBIT A**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 6<sup>th</sup> day of October, 2016

CONTRACTOR

Authorized  
Signature

Title

Ryan Sanders Sports Services  
Ryan Sanders  
As its President



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP SMB0104

**DATE ISSUED:** April 11, 2016

**REQUISITION NO.:** RQM 8600 16032800356

**COMMODITY CODE:** 96115

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Sandy Brandt

Senior Buyer Specialist

**Phone:** (512) 974-1783

**E-Mail:** Sandy.Brandt@austintexas.gov

Marian Moore

Buyer II

**Phone:** (512) 974-2062

**E-Mail:** Marian.Moore@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Food and Beverage  
Concession at Clay/Kizer Golf Complex

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 10am  
CST, April 27, 2016

**LOCATION:** Jimmy Clay/Roy Kizer Municipal Golf Complex  
5400 Jimmy Clay Drive  
Austin, TX 78744

**PROPOSAL DUE PRIOR TO:** 2pm CST, May 24, 2016

**PROPOSAL CLOSING TIME AND DATE:** 2:15pm, May 24,  
2016

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFPs, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP SMB0104	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0104
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**



**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE****\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Exhibit A	Floor Plan – Clay/Kizer Golf Course Concession and Pro Shop	1
Exhibit B	Current Concessionaire's Historic Net Sales and Revenue to the City	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**



[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN PURCHASING OFFICE  
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS  
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than ten business days prior to the Solicitation close date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

### 3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 120 months and may be extended thereafter for up to two additional 60 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

### 4. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first payment, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**5. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**CITY OF AUSTIN PURCHASING OFFICE  
SECTION 0500: SCOPE OF WORK  
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

**1. PURPOSE**

The City of Austin (City) Parks and Recreation Department (PARD) seeks to contract with a Concessionaire to renovate, operate, maintain, and manage the food and beverage concession ("Concession") at the Jimmy Clay/Roy Kizer Municipal Golf Complex ("Complex") in Austin, Texas.

**2. VISION FOR THE COMPLEX CONCESSION**

The City's vision for the Complex Concession is to create a local hang-out where golfers, non-golfers, neighbors, and visitors can relax in a comfortable, friendly setting to enjoy quality food and beverages at reasonable prices.

**3. ABOUT THE COMPLEX**

The Jimmy Clay/Roy Kizer Municipal Golf Complex is located at 5400 Jimmy Clay Drive, Austin, Texas 78744. Constructed in 1974, the Jimmy Clay Golf Course is surrounded by Williamson Creek and plays 6,918 yards through traditional tree-lined fairways and elevated open greens. The Roy Kizer Golf Course is a links-style layout spread over 200 acres. With 35 acres of lakes and 22 acres of wetlands, the golf course offers residency to migratory waterfowl in the area and is a beautiful track for all skill levels. In 1994, the Jimmy Clay Golf Course and the Roy Kizer Golf Course were combined to create a 36-hole complex. Together, the two courses make up one of the finest and diverse 36-hole public complexes in the state.

Annual rounds at the Complex for Fiscal Year 2016 (October 1, 2015 to September 30, 2016) are estimated at 80,000. See table below for rounds history. Note that rounds history for Fiscal Year 2015 is not included. Annual rounds for Fiscal Year 2015 would show less play due to course closure at Jimmy Clay Golf Course for construction and record rainfall during that year. Rounds history does not include patrons who use the facility for practice/driving range or patrons who are guests of golfers not playing the courses.

<b>Annual Rounds by Fiscal Year (October 1 – September 30)</b>	<b>Jimmy Clay Golf Course</b>	<b>Roy Kizer Golf Course</b>
2011	48,641	49,366
2012	47,984	54,718
2013	35,437	50,520
2014	28,375	42,038

**4. ABOUT THE CONCESSION**

Currently, the Complex has an area of the clubhouse designated for the Concession. The Concession has a kitchen, dining room, storage, and a covered outdoor eating area (see Exhibit A for

floor plan and square footage). Because the clubhouse is situated within the 100-year floodplain, the building footprint cannot be enlarged.

The Concession has operated under the current concessionaire since 2007. Attached as Exhibit B is a summary of the current Concessionaire's last five years of food and beverage net sales and revenues to the City.

## **5. CONCESSIONAIRE RESPONSIBILITIES**

### **5.1. REQUIREMENTS**

#### **5.1.1. Food and Beverage Services**

- 5.1.1.1. Concessionaire shall have exclusive rights to sell food and beverages at the Complex.
- 5.1.1.2. Event sponsors are permitted to engage outside Concessionaires to provide food and beverages at their events under the condition that the food and beverages are free to event patrons.
- 5.1.1.3. Complex patrons are permitted to bring in their own food and beverages.
- 5.1.1.4. Concessionaire may sell beer and wine at the Complex.
- 5.1.1.5. Concessionaire shall provide a menu selection of breakfast, lunch, snack, and dinner foods and beverages appropriate for a golf course concession.
- 5.1.1.6. Concessionaire shall operate a minimum of one mobile concession cart to provide food and beverage services to golf patrons on the courses.
- 5.1.1.7. Concessionaire shall include on its menu, food selections that may be fulfilled in less than ten minutes to accommodate patrons' food orders during golf play.
- 5.1.1.8. Concessionaire shall offer a catering menu for special events at the Complex.
- 5.1.1.9. Concessionaire shall provide all equipment necessary to perform services under the Contract, including cooking, serving and storage devices, cash registers, seating and tables, and an adequate number of waste containers, including separate containers for recyclable materials for the eating area.

#### **5.1.2. Marketing**

- 5.1.2.1. Concessionaire shall maximize patronage and revenues through featured menu items, service, ambiance, special events, or other appropriate methods.
- 5.1.2.2. Concessionaire shall reach out to the community to increase usage of the Concession through effective marketing and advertising, including social media.

#### **5.1.3. Improvements**

- 5.1.3.1. Concessionaire shall make improvements to both the indoor and outdoor areas of the Concession, including capital improvements, furnishings, and equipment in order to meet the City's vision for the Concession.
- 5.1.3.2. Fixed assets will become the property of the City upon expiration or termination of the contract.
- 5.1.3.3. Improvement plans are subject to the City's approval.
- 5.1.4. Permits/Licenses/Certifications Required
  - 5.1.4.1. Concessionaire and staff shall have appropriate and current state and city permits, licenses, or certifications to handle, manage, prepare, distribute, and serve food, and a license to sell beer and wine.
  - 5.1.4.2. Concessionaire will be responsible for obtaining a Food Enterprise Permit to Operate specific to the Concession from the Austin/Travis County Health and Human Services Department.
  - 5.1.4.3. Concessionaire shall be responsible for securing all permits and approvals.
- 5.1.5. Operation and Maintenance
  - 5.1.5.1. Concessionaire will operate the Concession at minimum, during the operating hours of the Complex. Concessionaire may expand the hours of operation for the Concession with the City's prior approval.
  - 5.1.5.2. Concessionaire will keep the Concession area and the area within 150 feet of the Concession clean, including the storeroom, free and clear from rubbish, filth, refuse, flies, roaches, bees and other insects. Concessionaire shall employ necessary personnel, install necessary storage containers and equipment and secure service contract for disposal of rubbish and refuse in the area to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance such as odors and presence of vermin.
  - 5.1.5.3. Concessionaire will coordinate activities with the on-site Manager of the Complex to ensure that Concession activities do not interfere with the general operation of the Complex or when special events and tournaments are scheduled.
  - 5.1.5.4. Utilities are sub-metered, and Concessionaire will pay all utilities related to the Concession.
- 5.1.6. Personnel
  - 5.1.6.1. Concessionaire must employ a qualified full-time on-site manager.
  - 5.1.6.2. Concessionaire must provide adequate staff to:
    - 5.1.6.2.1. Provide good, prompt, and efficient service;



5.1.6.2.2. Properly prepare and serve meals;

5.1.6.2.3. Properly clean and maintain all food service areas and equipment in a safe and sanitary manner.

5.1.6.3. Concessionaire's staff must wear distinctive clothing that easily identifies them as Concessionaire personnel. The City has the right to approve all uniform or clothing options provided by the Concessionaire.

5.1.6.4. Concessionaire must have a written process, which will be subject to City approval, for its staff relating to training, dress code, hygiene, and other relevant staff information.

5.1.6.5. Concessionaire will be responsible for securing the services, at Concessionaire's sole expense, of qualified staff that has successfully passed a Criminal Background Investigation (CBI).

#### 5.1.7. Reporting

5.1.7.1. Concessionaire will record all sales, including sales from the mobile concession cart, by means of a computerized/point of sale system approved by the City.

5.1.7.2. Concessionaire will provide the City with a monthly summary report of gross sales by receipt category.

5.1.7.3. Concessionaire will maintain permanent bookkeeping and accounting records, audited by a certified public accountant (CPA) on an annual basis. The audit by the CPA will be submitted to the City.

### 5.2. PREFERENCES

5.2.1. Expanded breakfast menu;

5.2.2. Healthy menu options;

5.2.3. Sustainable practices, such as:

5.2.3.1. Conserving natural resources including water, energy, and raw materials throughout the product lifecycle;

5.2.3.2. Minimizing environmental impacts such as water and air pollution;

5.2.3.3. Eliminating or reducing toxins that create hazards to workers, citizens, wildlife, and the environment;

5.2.3.4. Supporting up-cycling and recycling efforts; utilizing products with high recycle content;

5.2.3.5. Reducing environmental impacts in your company's production and distribution systems;

- 5.2.3.6. Supporting worker health, safety, and fair wages;
- 5.2.3.7. Considering total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost;
- 5.2.3.8. Utilizing green certified cleaning products;
- 5.2.3.9. Composting plan;
- 5.2.3.10. Distribution of unused prepared food to local community or nonprofit organizations to the extent allowable by local health codes;
- 5.2.3.11. Sourcing from local farms/restaurants
- 5.2.3.12. Water stations available instead of individual bottled water (if appropriate)
- 5.2.3.13. Garnishes, centerpieces, and decorations that can be eaten, donated, recycled, reused, planted, or composted.

## **6. CITY RESPONSIBILITIES**

- 6.1. The City will provide the Concessionaire with an on-site point of contact from the City during Complex hours of operation and a remote point of contact outside the Complex's hours of operation.
- 6.2. The City will provide repairs to the building structure.
- 6.3. The City will provide the Concessionaire with a vent hood in the kitchen area.
- 6.4. The City will provide trash pickup services.
- 6.5. The City will service restrooms for the duration of the contract.
- 6.6. The City will remodel restrooms. Estimated completion in fall of 2016.

**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

The selected Proposer shall demonstrate the ability to implement a concession program that aligns with the City's vision and requirements and incorporates innovative ideas that are appropriate for this Concession. The Proposer shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, demonstrate financial ability to implement the plan, and document compliance with appropriate laws and regulations.

**1. PROPOSAL FORMAT:**

Submit 1 original and 1 electronic copy of your Proposal on flash drive. Submit the original on 8.5 x 11 inch paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original" and must include the original signature of the person authorized to sign on behalf of the Proposer.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

**A. City of Austin Purchasing Documents**

Complete and submit the following documents:

- a. Signed Offer Sheet (pages 1-3)
- b. Signed Addendums (all pages)
- c. Completed and Signed Section 0605 – Local Business Presence Identification Form
- d. Completed and Signed Section 0815 – Living Wages Contractor Certification
- e. Completed and Signed Section 0835 – Non-Resident Bidder Provisions
- f. Completed and Signed Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

**B. Executive Summary**

One page or less, which gives in brief, concise terms, a summation of the proposal.

**C. Experience and Qualifications (15 points)**

Provide the following information:

- a. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- b. Describe your company's qualifications and relevant experience providing services described in the Scope of Work. Letter(s) of Recommendation that your company has received may be included.
- c. Include names and brief bio for key personnel who will be providing services under the contract. If key personnel are not yet hired, provide job description including preferred qualifications.

**D. Vision and Concept (15 points)**

Describe in detail your vision and concept for the Concession. Include information, such as the values, purpose, and goals that will drive your approach to managing the Concession. Describe the atmosphere you intend to create at the Concession. Demonstrate your knowledge of the different interests at play (i.e. City's vision for the Concession/golf course as a public facility; needs of golfers; needs of community; maximization of revenue) and how your concept satisfies each of the interests. Include items such as drawings, pictures, sample signage, and any other supplemental information you deem necessary.

E. **Operating Plan** (30 points)

This section should describe in detail how you plan to implement the vision and concept proposed in the previous section. At minimum, include the information below. Include any other information you deem necessary to evaluate your operating plan.

- a. Proposed services, which should address the requirements described in the Scope of Work. Include menu and prices, hours of operation, etc.
- b. Proposed staffing and customer service strategy.
- c. Marketing plan to maximize patronage and revenue.
- d. Plan for physical improvements, equipment, upgrades, etc. and timeline for installation/purchase. Provide a rendering or sketch of the proposed renovation and proposed use and layout of space; list and description of furnishings, fixtures, soft goods, appliances, and equipment to be used; accessibility compliance pursuant to the American Disability Act; and a proposed schedule for improvements.
- e. Start-up/transition plan.
- f. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

F. **Financial Plan** (30 points)

Describe your ability to make this a financially viable venture. Include the revenue share structure with the City. Proposed revenue share may be based on a lump sum fee paid per month, per year, etc., based on a profit percentage benchmark, or a combination of both. Provide any additional information to assist in assessing your demonstrated financial capability and resources to provide the services described in the Scope of Work and according to the proposed plan. Supporting documentation should, at minimum, include:

- a. Budget forecast (minimum three years). Include improvement expenses in your forecast.
- b. Bank statements, bank letter, or other documentation substantiating access to adequate capital to carry out the proposed plan for the Concession.

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
4. **AUTHORIZED NEGOTIATOR:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
5. **EXCEPTIONS:**  
Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
6. **PROPOSAL PREPARATION COSTS:**  
All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

## 7. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

100 points total.

1. Experience and Qualifications – 15 points
2. Vision and Concept – 15 points
3. Operating Plan – 30 points
4. Financial Plan – 30 points
5. LOCAL BUSINESS PRESENCE - 10 points

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Interviews, Optional. Interviews may be conducted at the discretion of the City based on a short list of candidates.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0815: Living Wages Contractor Certification**

Company Name \_\_\_\_\_

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.



**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
 (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:

PROJECT NAME:

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

**No** \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

**Yes** \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
*(Please duplicate as needed)*

SOLICITATION NUMBER:

PROJECT NAME:

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract.  
**Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

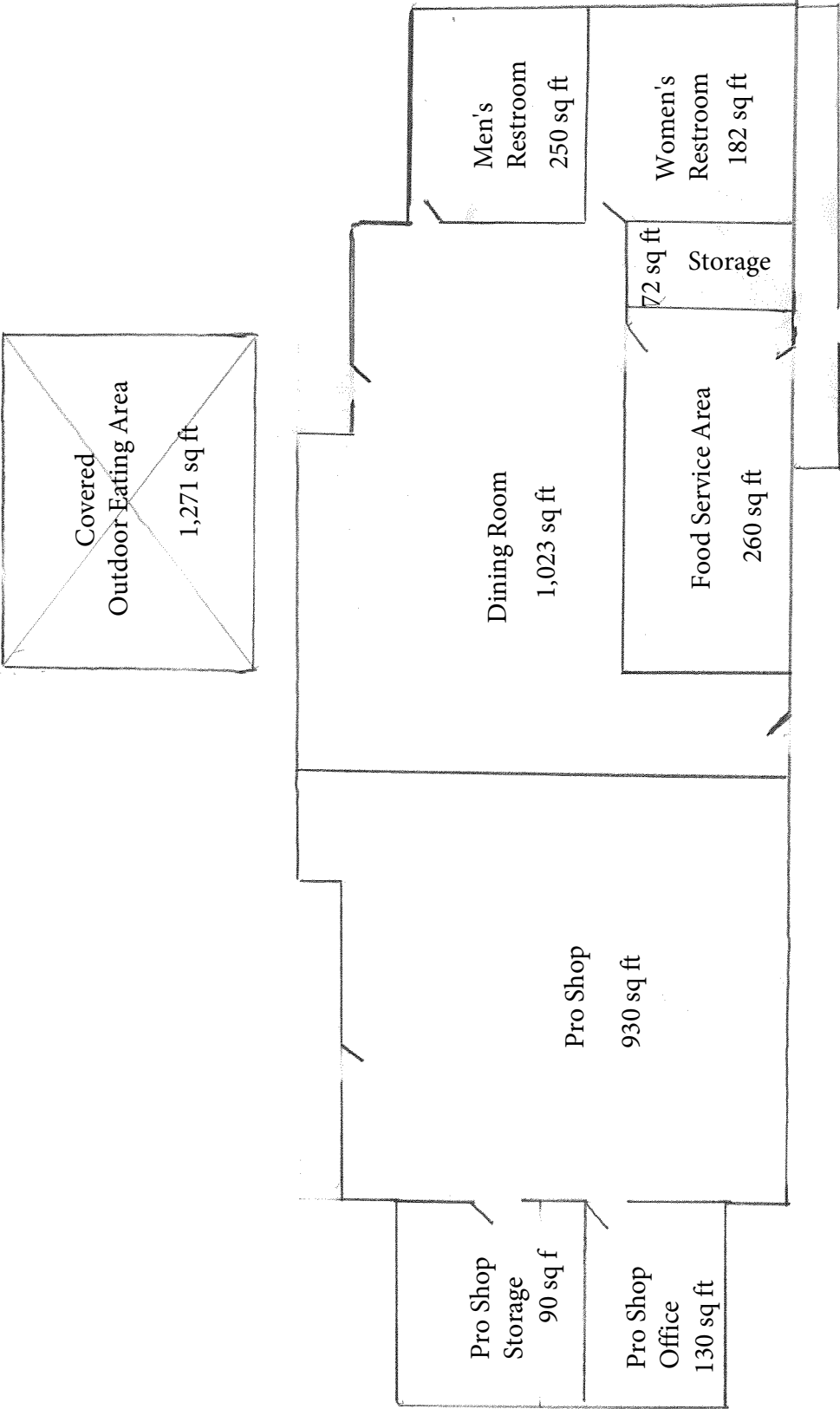
<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

**Reviewing Counselor** \_\_\_\_\_ **Date** \_\_\_\_\_ **Director/Deputy Director** \_\_\_\_\_ **Date** \_\_\_\_\_



Jimmy Clay and Roy Kizer Golf Course Concession and Pro Shop

# Clay/Kizer Golf Complex Concessionaire

## Net Sales & Revenue to the City



	Net Sales	COA Revenue
○ FY 2015	\$270,329.14	\$98,313.17
○ FY 2014	\$371,841.14	\$134,913.66
○ FY 2013	\$424,879.50	\$136,995.18
○ FY 2012	\$447,346.62	\$137,893.86
○ FY 2011	\$411,709.24	\$136,468.37



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP SMB0104**DATE ISSUED:** April 11, 2016**REQUISITION NO.:** RQM 8600 16032800356**COMMODITY CODE:** 96115

**FOR CONTRACTUAL AND TECHNICAL  
 ISSUES CONTACT THE FOLLOWING  
 AUTHORIZED CONTACT PERSON:**

Sandy Brandt

Senior Buyer Specialist

Phone: (512) 974-1783

E-Mail: Sandy.Brandt@austintexas.gov

Marian Moore

Buyer II

Phone: (512) 974-2062

E-Mail: Marian.Moore@austintexas.gov

**COMMODITY/SERVICE DESCRIPTION:** Food and Beverage  
 Concession at Clay/Kizer Golf Complex

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 10am  
 CST, April 27, 2016

**LOCATION:** Jimmy Clay/Roy Kizer Municipal Golf Complex  
 5400 Jimmy Clay Drive  
 Austin, TX 78744

**PROPOSAL DUE PRIOR TO:** 2pm CST, May 24, 2016

**PROPOSAL CLOSING TIME AND DATE:** 2:15pm, May 24,  
 2016

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFPs, only the  
 names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
 please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
 as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP SMB0104	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0104
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE****\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Exhibit A	Floor Plan – Clay/Kizer Golf Course Concession and Pro Shop	1
Exhibit B	Current Concessionaire's Historic Net Sales and Revenue to the City	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: Ryan Sanders Sports Services, LLC ("RS3 Food & Beverage")

Company Address: 3400 East Palm Valley Boulevard

City, State, Zip: Round Rock, Texas 78665

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: George King

Title: President

Signature of Officer or Authorized Representative: 

Date: April 28, 2016

Email Address: gking@rs3sports.com

Phone Number: (512) 238-2202

**\* Proposal response must be submitted with this Offer sheet to be considered for award**



**CITY OF AUSTIN PURCHASING OFFICE  
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS  
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than ten business days prior to the Solicitation close date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:  
City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	RFP SMB0104
PROJECT NAME:	Food and Beverage Concession at Clay/Kizer Golf Complex

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

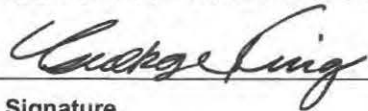
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Ryan Sanders Sports Services, LLC

**Company Name**

George King, As its President

**Name and Title of Authorized Representative (Print or Type)**



**Signature**

April 28, 2016

**Date**

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER:	RFP SMB0104
PROJECT NAME:	Food and Beverage Concession at Clay/Kizer Golf Complex

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	N/A		
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

George King, President  
Name and Title of Authorized Representative (Print or Type)

George King  
Signature

May 24, 2016  
Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	N/A		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Ryan Sanders Sports Services, LLC	
Physical Address	3400 East Palm Valley Boulevard, Round Rock, Tex. 78665	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<u>Yes</u>	No


**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No



vice president

**Section 0835: Non-Resident Bidder Provisions**

Company Name Ryan Sanders Sports Services, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas ResidentBidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



**Section 0815: Living Wages Contractor Certification**Company Name Ryan Sanders Sports Services, LLC

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Jacob Aguilar	Cook & Sous Chef
Alison Benick	Bartender & Cart Attendant
Brandee Rutherford	Bartender & Cart Attendant
Jason Ruiz	Bartender

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**CITY OF AUSTIN PURCHASING OFFICE  
SECTION 0500: SCOPE OF WORK  
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

**1. PURPOSE**

The City of Austin (City) Parks and Recreation Department (PARD) seeks to contract with a Concessionaire to renovate, operate, maintain, and manage the food and beverage concession ("Concession") at the Jimmy Clay/Roy Kizer Municipal Golf Complex ("Complex") in Austin, Texas.

**2. VISION FOR THE COMPLEX CONCESSION**

The City's vision for the Complex Concession is to create a local hang-out where golfers, non-golfers, neighbors, and visitors can relax in a comfortable, friendly setting to enjoy quality food and beverages at reasonable prices.

**3. ABOUT THE COMPLEX**

The Jimmy Clay/Roy Kizer Municipal Golf Complex is located at 5400 Jimmy Clay Drive, Austin, Texas 78744. Constructed in 1974, the Jimmy Clay Golf Course is surrounded by Williamson Creek and plays 6,918 yards through traditional tree-lined fairways and elevated open greens. The Roy Kizer Golf Course is a links-style layout spread over 200 acres. With 35 acres of lakes and 22 acres of wetlands, the golf course offers residency to migratory waterfowl in the area and is a beautiful track for all skill levels. In 1994, the Jimmy Clay Golf Course and the Roy Kizer Golf Course were combined to create a 36-hole complex. Together, the two courses make up one of the finest and diverse 36-hole public complexes in the state.

Annual rounds at the Complex for Fiscal Year 2016 (October 1, 2015 to September 30, 2016) are estimated at 80,000. See table below for rounds history. Note that rounds history for Fiscal Year 2015 is not included. Annual rounds for Fiscal Year 2015 would show less play due to course closure at Jimmy Clay Golf Course for construction and record rainfall during that year. Rounds history does not include patrons who use the facility for practice/driving range or patrons who are guests of golfers not playing the courses.

<b>Annual Rounds by Fiscal Year (October 1 – September 30)</b>	<b>Jimmy Clay Golf Course</b>	<b>Roy Kizer Golf Course</b>
2011	48,641	49,366
2012	47,984	54,718
2013	35,437	50,520
2014	28,375	42,038

**4. ABOUT THE CONCESSION**

Currently, the Complex has an area of the clubhouse designated for the Concession. The Concession has a kitchen, dining room, storage, and a covered outdoor eating area (see Exhibit A for



floor plan and square footage). Because the clubhouse is situated within the 100-year floodplain, the building footprint cannot be enlarged.

The Concession has operated under the current concessionaire since 2007. Attached as Exhibit B is a summary of the current Concessionaire's last five years of food and beverage net sales and revenues to the City.

## **5. CONCESSIONAIRE RESPONSIBILITIES**

### **5.1. REQUIREMENTS**

#### **5.1.1. Food and Beverage Services**

- 5.1.1.1. Concessionaire shall have exclusive rights to sell food and beverages at the Complex.
- 5.1.1.2. Event sponsors are permitted to engage outside Concessionaires to provide food and beverages at their events under the condition that the food and beverages are free to event patrons.
- 5.1.1.3. Complex patrons are permitted to bring in their own food and beverages.
- 5.1.1.4. Concessionaire may sell beer and wine at the Complex.
- 5.1.1.5. Concessionaire shall provide a menu selection of breakfast, lunch, snack, and dinner foods and beverages appropriate for a golf course concession.
- 5.1.1.6. Concessionaire shall operate a minimum of one mobile concession cart to provide food and beverage services to golf patrons on the courses.
- 5.1.1.7. Concessionaire shall include on its menu, food selections that may be fulfilled in less than ten minutes to accommodate patrons' food orders during golf play.
- 5.1.1.8. Concessionaire shall offer a catering menu for special events at the Complex.
- 5.1.1.9. Concessionaire shall provide all equipment necessary to perform services under the Contract, including cooking, serving and storage devices, cash registers, seating and tables, and an adequate number of waste containers, including separate containers for recyclable materials for the eating area.

#### **5.1.2. Marketing**

- 5.1.2.1. Concessionaire shall maximize patronage and revenues through featured menu items, service, ambiance, special events, or other appropriate methods.
- 5.1.2.2. Concessionaire shall reach out to the community to increase usage of the Concession through effective marketing and advertising, including social media.

#### **5.1.3. Improvements**

- 5.1.3.1. Concessionaire shall make improvements to both the indoor and outdoor areas of the Concession, including capital improvements, furnishings, and equipment in order to meet the City's vision for the Concession.
- 5.1.3.2. Fixed assets will become the property of the City upon expiration or termination of the contract.
- 5.1.3.3. Improvement plans are subject to the City's approval.
- 5.1.4. Permits/Licenses/Certifications Required
  - 5.1.4.1. Concessionaire and staff shall have appropriate and current state and city permits, licenses, or certifications to handle, manage, prepare, distribute, and serve food, and a license to sell beer and wine.
  - 5.1.4.2. Concessionaire will be responsible for obtaining a Food Enterprise Permit to Operate specific to the Concession from the Austin/Travis County Health and Human Services Department.
  - 5.1.4.3. Concessionaire shall be responsible for securing all permits and approvals.
- 5.1.5. Operation and Maintenance
  - 5.1.5.1. Concessionaire will operate the Concession at minimum, during the operating hours of the Complex. Concessionaire may expand the hours of operation for the Concession with the City's prior approval.
  - 5.1.5.2. Concessionaire will keep the Concession area and the area within 150 feet of the Concession clean, including the storeroom, free and clear from rubbish, filth, refuse, flies, roaches, bees and other insects. Concessionaire shall employ necessary personnel, install necessary storage containers and equipment and secure service contract for disposal of rubbish and refuse in the area to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance such as odors and presence of vermin.
  - 5.1.5.3. Concessionaire will coordinate activities with the on-site Manager of the Complex to ensure that Concession activities do not interfere with the general operation of the Complex or when special events and tournaments are scheduled.
  - 5.1.5.4. Utilities are sub-metered, and Concessionaire will pay all utilities related to the Concession.
- 5.1.6. Personnel
  - 5.1.6.1. Concessionaire must employ a qualified full-time on-site manager.
  - 5.1.6.2. Concessionaire must provide adequate staff to:
    - 5.1.6.2.1. Provide good, prompt, and efficient service;

5.1.6.2.2. Properly prepare and serve meals;

5.1.6.2.3. Properly clean and maintain all food service areas and equipment in a safe and sanitary manner.

5.1.6.3. Concessionaire's staff must wear distinctive clothing that easily identifies them as Concessionaire personnel. The City has the right to approve all uniform or clothing options provided by the Concessionaire.

5.1.6.4. Concessionaire must have a written process, which will be subject to City approval, for its staff relating to training, dress code, hygiene, and other relevant staff information.

5.1.6.5. Concessionaire will be responsible for securing the services, at Concessionaire's sole expense, of qualified staff that has successfully passed a Criminal Background Investigation(CBI).

#### 5.1.7. Reporting

5.1.7.1. Concessionaire will record all sales, including sales from the mobile concession cart, by means of a computerized/point of sale system approved by the City.

5.1.7.2. Concessionaire will provide the City with a monthly summary report of gross sales by receipt category.

5.1.7.3. Concessionaire will maintain permanent bookkeeping and accounting records, audited by a certified public accountant (CPA) on an annual basis. The audit by the CPA will be submitted to the City.

### 5.2. PREFERENCES

5.2.1. Expanded breakfast menu;

5.2.2. Healthy menu options;

5.2.3. Sustainable practices, such as:

5.2.3.1. Conserving natural resources including water, energy, and raw materials throughout the product lifecycle;

5.2.3.2. Minimizing environmental impacts such as water and air pollution;

5.2.3.3. Eliminating or reducing toxins that create hazards to workers, citizens, wildlife, and the environment;

5.2.3.4. Supporting up-cycling and recycling efforts; utilizing products with high recycle content;

5.2.3.5. Reducing environmental impacts in your company's production and distribution systems;

- 5.2.3.6. Supporting worker health, safety, and fairwages;
- 5.2.3.7. Considering total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost;
- 5.2.3.8. Utilizing green certified cleaning products;
- 5.2.3.9. Composting plan;
- 5.2.3.10. Distribution of unused prepared food to local community or nonprofit organizations to the extent allowable by local health codes;
- 5.2.3.11. Sourcing from local farms/restaurants
- 5.2.3.12. Water stations available instead of individual bottled water (if appropriate)
- 5.2.3.13. Garnishes, centerpieces, and decorations that can be eaten, donated, recycled, reused, planted, or composted.

## **6. CITY RESPONSIBILITIES**

- 6.1. The City will provide the Concessionaire with an on-site point of contact from the City during Complex hours of operation and a remote point of contact outside the Complex's hours of operation.
- 6.2. The City will provide repairs to the building structure.
- 6.3. The City will provide the Concessionaire with a vent hood in the kitchen area.
- 6.4. The City will provide trash pickup services.
- 6.5. The City will service restrooms for the duration of the contract.
- 6.6. The City will remodel restrooms. Estimated completion in fall of 2016.

**CITY OF AUSTIN PURCHASING OFFICE**  
**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS**  
**RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

The selected Proposer shall demonstrate the ability to implement a concession program that aligns with the City's vision and requirements and incorporates innovative ideas that are appropriate for this Concession. The Proposer shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, demonstrate financial ability to implement the plan, and document compliance with appropriate laws and regulations.

**1. PROPOSAL FORMAT:**

Submit 1 original and 1 electronic copy of your Proposal on flash drive. Submit the original on 8.5 x 11 inch paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original" and must include the original signature of the person authorized to sign on behalf of the Proposer.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

**A. City of Austin Purchasing Documents**

Complete and submit the following documents:

- a. Signed Offer Sheet (pages 1-3)
- b. Signed Addendums (all pages)
- c. Completed and Signed Section 0605 – Local Business Presence Identification Form
- d. Completed and Signed Section 0815 – Living Wages Contractor Certification
- e. Completed and Signed Section 0835 – Non-Resident Bidder Provisions
- f. Completed and Signed Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

**B. Executive Summary**

One page or less, which gives in brief, concise terms, a summation of the proposal.

**C. Experience and Qualifications (15 points)**

Provide the following information:

- a. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- b. Describe your company's qualifications and relevant experience providing services described in the Scope of Work. Letter(s) of Recommendation that your company has received may be included.
- c. Include names and brief bio for key personnel who will be providing services under the contract. If key personnel are not yet hired, provide job description including preferred qualifications.

**D. Vision and Concept (15 points)**

Describe in detail your vision and concept for the Concession. Include information, such as the values, purpose, and goals that will drive your approach to managing the Concession. Describe the atmosphere you intend to create at the Concession. Demonstrate your knowledge of the different interests at play (i.e. City's vision for the Concession/golf course as a public facility; needs of golfers; needs of community; maximization of revenue) and how your concept satisfies each of the interests. Include items such as drawings, pictures, sample signage, and any other supplemental information you deem necessary.



April 28, 2016

Sandy Brandt  
Senior Buyer Specialist  
City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767-8845

Re. RFP SMB0104

Dear Sandy,

In providing this letter, R Bank Texas does not assume any financial liability or any contractual relationship with any party involved as a result of the information contained herein. We certify only that Ryan Sanders Sports Services, LLC, both individually and together with its parent Ryan Sanders Baseball Inc., has substantially the financial capability to enter into a foodservice business management and/or venue operator lease arrangement, to annual deposits and cash flows in excess of \$10 million.

This is a letter of reference based on our knowledge of our client's financial status and does not obligate our client or this bank beyond the scope and content of this letter.

Very Sincerely,

  
Steve Stapp  
President

cc: Ryan Sanders Sports Services, LLC





**RYAN SANDERS SPORTS SERVICES ("RS3")**

Tel (512) 238-2274 • Fax (512) 255-1558  
3400 East Palm Valley Boulevard  
Round Rock, Texas 78665

**Web:** [www.rs3sports.com](http://www.rs3sports.com)  
**E-mail:** [rs3@rs3sports.com](mailto:rs3@rs3sports.com)  
**Twitter:** @RS3catering



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## EXECUTIVE SUMMARY



## EXECUTIVE SUMMARY

Ryan Sanders Sports Services, LLC ("RS3") was formed to answer a legitimate need in the sports foodservice industry: to create a memorable experience worthy of the events it is brought in to support. Our perspective was born out of our own experience as sports venue operators. The idea to form our own food and beverage company originated with the need to replace the level of transaction-based support we were getting in our stadiums with the interactive nature of how it is we marketed our teams and events, the care we took in telling our story and making the offer to our fans. For years, the two elements of an outing at our parks were not always congruent with a successful experience. Too many times, our efforts to cultivate those relationships were left high and dry when fans and sponsors took us up on our offer and were met with an uninspired service provider at the counter. In short, there was no notable fan "experience" from a food perspective. We set out to change that.

Armed with the tenets commensurate to treating our fans like our guests in our own homes; the Core Values RS3 was founded on speak to our vision of operating above and beyond expectations, something we like to call: +1 Service. Whether on the golf course in an authentic "19th Hole" Scottish tavern, at a concert or stadium where our storefront concepts come to life, or within our premium culinary program in the corporate suite and catering environment, the vision remains to create memorable experiences for our guests.



A large, light gray, stylized signature of Ryan Sanders, which serves as a background element for the bottom half of the page.

## EXPERIENCE AND QUALIFICATIONS



## COMPANY INFORMATION

Ryan Sanders Sports Services "RS3"  
3400 East Palm Valley Boulevard  
Round Rock, TX 78665

Parent Company  
Ryan Sanders Baseball  
3400 East Palm Valley Boulevard  
Round Rock, TX 78665

**LLC Incorporated in Texas in 2013**

## INSTITUTIONAL KNOWLEDGE

While our brand is 3 years old, we are a collection of lifetime high-profile, high-volume sports foodservice professionals dedicated to capitalizing on the substantial opportunities the gap in foodservice represents. Our experience includes 55 years of combined NFL stadium management experience, 5 PGA Tour Championships, 45 NCAA Bowl Games, 17 Super Bowls, 10 new NFL/MLB stadium openings and 6 MLB World Series. Our staff is seasoned, professional, and is experienced when the lights come on. We have brought together over 200 years of food and beverage management expertise to bring forward improved business practices, coupled with creative and practical menu engineering and performance fulfillment to not only result in exponentially better patron experiences, but financial reward for you – the proprietor.

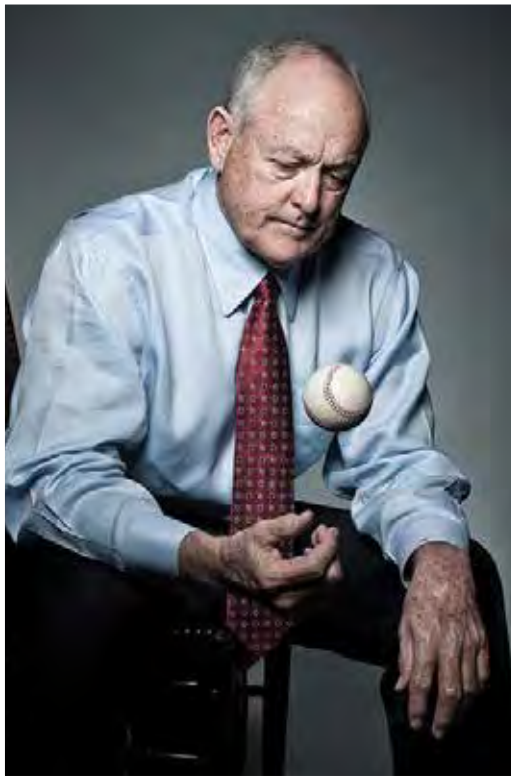
Our interest is not to proffer a partnership – rather, we want to be your in-house food and beverage expert with no pretense to what is in it for us. Every successful venue operation should have total integration with its food performance department. Anything less would be contrary to our own operating beliefs. That is our proposition. Together with expert venue staff and marketing expertise, as generally described herein this request for information, we want to build an iconic and world class offering with vibrant and compelling interactions for your fans to enjoy.

## RS3 TESTIMONIAL

"I can't tell you enough how impressed I am with this year's contractor's choice of the food services talent and capabilities of RS3. As you know I have been affiliated with CoTA for three years as a contractor/official host/media event center manager/PR concert media escort/ and volunteer supervisor and this week I witnessed an incredible job using the talent of your chefs to execute the exceptional food to our guests in some of our most important VIP corporate partner suites (McLaren automotive, IBM (mine), KXAN, Dell/partner direct, Dell/Intel, Martini racing and American Express."

Jodi Mixon,  
Media Host





## FOUNDED ON A LEGEND

The same drive, passion and pursuit of excellence that drove him to a Hall of Fame Major League Baseball career is the foundation upon which Nolan Ryan built his post-baseball business career. The results speak for themselves and a true Texas legend both on and off the field was born. Today, the Ryan brand stands for quality and excellence, the force behind his subsequent business life and the roots by which Ryan Sanders Sports Services were established.

After his retirement as an active player, Ryan was able to pursue a number of highly successful business ventures. He is a Principal Owner of Ryan Sanders Baseball, parent company of RS3, which also owns and operates the Round Rock Express of the Pacific Coast League, a Texas Rangers affiliate, and the Corpus Christi Hooks of the Texas League, a Houston Astros farm club, as well as Ryan Sanders Entertainment. For a number of years Nolan owned and served as Chairman of the Board of The Express Bank in Alvin and The Express Bank of Texas in Round Rock, and as a principal owner sits on the Board of R Bank in Round Rock. He has several working cattle ranches in South Texas.

Nolan served on the Texas Parks and Wildlife Commission from 1995 to 2001. He appeared as a TV spokesman for Advil for several years, promoting the pain medication he recommended for his own arm, as well as Southwest Airlines. After retiring from baseball, Ryan teamed up with the Federal Government to promote physical fitness. His likeness was used in the "Nolan Ryan Fitness Guide", published by The President's Council on Physical Fitness and Sports in 1994. Nolan Ryan is a Beefmaster Cattleman and runs his own beef company, producing organic beef sold across the southwest. Mr. Ryan's post-season career has also included a successful stint as President/CEO of the Texas Rangers, resulting in two trips to the World Series, and, now, currently a Special Advisor to the owner and President of the Houston Astros. Nolan and his family are equally passionate about the communities in which they live. The Nolan Ryan Foundation built the Nolan Ryan Center for Continuing Education at Alvin Community College, a facility which opened in 1996. He also sponsors the Nolan Ryan Scholarship Fund at Alvin Community College. Many of RS3's core values had their beginnings in the work ethic on which the legend of "The Ryan Express" was carried out and are based upon the tenets of good, sound and ethical business.



## RYAN SANDERS SPORTS SERVICES (“RS3”)

The vision expanded in fall 2013 with the emergence of RS3, a wholly-owned subsidiary of RSB. RS3 folds-in programming and operational models for banquet and conferencing, retail and merchandising, award-winning groundskeeping and turf management, and a complete food and beverage service package to address every event-day need in any size venue. RS3, together with its industry-leading partners and network, injects a resounding new perspective to the traditional industry of sports venue services – an operator’s sensitivity to guest service and a difference-making attitude about quality and unexpected guest satisfaction.





## RYAN SANDERS BASEBALL

Combining a 27-year Hall of Fame baseball career with over 50 years of savvy business experience and the roots of Ryan Sanders Baseball (“RSB”) are profoundly a natural for sports ownership and services. Today, the group is comprised of more than 30 minority shareholders, many of them former professional baseball players. Established by Nolan Ryan, Major League Baseball’s all-time strikeout king, his son, Reid, and Houston financier and businessman Don Sanders, who first ventured into securities in 1959, Ryan-Sanders baseball laid down its foundation in Round Rock when it introduced the Round Rock Express and Dell Diamond to Central Texas in time for the 2000 season.

With Reid Ryan serving as Ryan Sanders Baseball’s Founder and Chief Executive Officer, the Double-A Round Rock Express, then affiliates of the Houston Astros, broke the Texas League single-season attendance record right out of the chute, grabbing the league championship along the way. The legacy has grown year over year since. Dell Diamond, now home to the Triple-A affiliate of the Texas Rangers, has become a flagship for the very best in family-entertainment, down home Texas-style guest attention, and a keeper of the ideals of Minor League Baseball’s affordability and outstanding entertainment value. The ballpark and organization have been recognized at the highest level of the game and continues to be a resource to companies around Texas and the United States as an example of outstanding guest services.

In 2005 the vision expanded to include the Corpus Christi Hooks and Whataburger Field and today spans the State of Texas in several ventures, including the newly formed sports services division.





## RYAN SANDERS ENTERTAINMENT

Ryan Sanders Entertainment has produced a variety of events including San Antonio Big League Weekend, a variety of concerts, MLS Soccer, Top Rank Boxing, NPF Women's Professional Softball, Cycling Events and many others. Our ability to produce and promote special events, in a variety of venues in various cities, is unmatched.

### Sports (In Venue)

Major League Baseball  
 H-E-B Big League Weekend  
 Exhibition Games at MiLB Parks  
 Minor League Baseball  
 Round Rock Express  
 Corpus Christi Hooks  
 National Pro Fastpitch  
 (Women's professional softball)  
 Major League Soccer (MLS)  
 Top Rank Boxing  
 Lucha Libre (Mexican Wrestling)

### Multi-Sport & Endurance Events

Republic of Texas Triathlon  
 Trirock  
 Conquer the Coast  
 Round Rock Express 5K  
 Corner Store Country Run

### Concerts/Festivals

Zac Brown  
 Bob Dylan  
 Willie Nelson  
 John Mellancamp  
 Live at the Ballpark  
 Ziegfest  
 Reckless Kelly Celebrity Softball Jam  
 Fiesta de Mayo  
 Fiestas Patrias  
 NOLA Texas Food & Music Festival









# OUR WEALTH OF INSTITUTIONAL KNOWLEDGE

## Multi-Unit Management Expertise

We are a collection of lifetime high-profile, high-volume sports foodservice professionals dedicated to capitalizing on the substantial opportunities the gap in foodservice represents. Our experience includes 5 PGA Championships, 55 years of combined NFL stadium management experience, 45 NCAA Bowl Games, 17 Super Bowls, 10 new NFL/MLB stadium openings and 6 MLB World Series. Our staff is seasoned, professional, and is experienced when the lights come on. We have brought together over 200 years of food and beverage management expertise to bring forward improved business practices, coupled with creative and practical menu engineering and performance fulfillment to not only result in exponentially better patron experiences, but financial reward for you – the proprietor.

Our interest is not to proffer a partnership – rather, we want to be your in-house food and beverage expert with no pretense to what is in it for us. We customize our point-of-sale ratio, menu and event staffing plans for each unique venue, maintaining a steadfast adherence to our 3 P's ethos. Every successful venue operation should have total integration with its food performance department. Anything less would be contrary to our own operating beliefs. That is our proposition. Together with expert venue staff and marketing expertise, as generally described herein this request for information, we want to build an iconic and world class offering with vibrant and compelling interactions for your fans to enjoy.

*In the sidebar of this page are three unique campuses, each with its own event and demographic diversity, that our core management staff was responsible for concurrently leading, directing and managing.*



WAKE FOREST UNIVERSITY	
Venue	Capacity
BB&T Field at Groves Stadium	31,500
Lawrence Joel Coliseum	14,407
	25,740 sq. ft.
Gene Hooks Field	6,280
Spry Soccer Stadium	3,000
Bridger Field House	5,712 sq. ft.
Deacon Tower	122,900 sq. ft.



DISNEY'S WIDE WORLD OF SPORTS COMPLEX	
Venue	Capacity
Champion Stadium	9,500
Wide World of Sports Grill	300
Jostens Center	70,000 sq. ft.
Hess Fields	3,000
HP Field House	5,000
New Balance Track and Field	650



PALACE SPORTS & ENTERTAINMENT	
Venue	Capacity
Palace of Auburn Hills	23,000
DTE Music Theater	15,274
Meadowbrook Music Theater	7,700





## **VISION**

### **Replace the Transaction with an Experience**

Our vision is to combine world-famous Texas hospitality with the legendary Ryan Sanders brand of excellence to provide innovative and creative service to spectator sports venues across the industry.

## **MISSION**

### **Releasing the Power of “Yes!”**

Our mission is to provide an exceptional guest experience on behalf of the patrons of our partner operators. Using a clean quick-service environment our goal is to bring excitement and purchase satisfaction to the guest in a way that compliments the higher ideals of added-value, truly quality products, uncommon fan and operator service and an overall attitude deeply convicted to guest satisfaction. We will focus on creating familiarity and intimacy befitting a community ballpark environment. We will cultivate a safe, fun, friendly and rewarding work culture that inspires dedication, motivates commitment to a team atmosphere, and fulfills a sense of purpose through personal growth and involvement. We will work with high energy and communicate expectations to serve our vision and instill responsible behavior and accountability. We will act with integrity, manage and produce with efficiency, deliver with pride, work with passion, create courageously, and never cease our learning. We will explore, pursue and capitalize on opportunities that result.



## CORE VALUES

Our recipe for success is deep-rooted in core values that have sustained the Ryan Sanders brand as an industry-leader as club operators, progressive marketing innovators, and a reputation built on raising the bar in the way we conduct ourselves as a team and individuals.

### RYAN SANDERS SPORTS SERVICES

# CORE VALUES

Deliver Unexpected Guest Experiences **OPERATE +1**  
**THE POWER OF "YES!"**

Embrace & Encourage Improvements and Change

Create Fun

Be Bold, Courageous, Creative and Effective

Pursue Personal Growth and Learning

Build Trust Through Open Communication

Promote Family Values and A Team Culture

Do More with Less

Actively Listen

Practice Humility

Passionately Participate in the Community



### RS3 TESTIMONIAL

"Thank you for everything you did this last weekend. The client was very satisfied and everything went great, so thanks for a wonderful service! All the feedback we've had has been excellent!"

Aleix Gwilliam,  
Event Manager  
Minerva Consulting



## RS3 TESTIMONIAL

"I just wanted to pass along my sincere compliments to you and Jay for the exceptional lunch I just had at the Project Connect event. It was such a joy to see everything you explained last week come together. The presentation was superior to any luncheon I've been to and the desserts were spectacularly presented."

Cristina Peña,  
Staff Writer  
Austin Community Newspapers

## OUR IMPACT

## USA Today



## Austin360.com



## Austin Business Journal

"We are comfortable with RS3's corporate youthfulness as ownership from both companies are very familiar with each other and committed to excellence."

Jason Dial,  
COTA President & CEO  
Austin Business Journal





## MiLB



## Fort Worth Weekly



## Sports Business Journal



## Austin Business Journal



## RS3 TESTIMONIAL

"I wanted to congratulate RS3 for the great job they are doing with their food-booth quality and presentation. One of our clients canceled his suite this year because the food and the service last year was 'embarrassing.' He didn't want to experience the same thing again so he dropped his suite ownership. After a bit of discussion he opted to stay involved with 4 season tickets. Yesterday he was a guest in the Lord, Locke suite and couldn't stop talking about the quality of the food and the wonderful presentation.

After a bit more discussion he has decided to purchase the 4 remaining Intel Club seats and to put his name back on the waiting list for a suite next year. This sale is a direct result of the efforts of the RS3 team and they should be congratulated on a job really well-done. The food and the service, especially on the suite level has been awesome. Thank you very much."

Greg Miller,  
VP of Business Development  
referencing RS3's first year  
taking over operations at Dell  
Diamond



## RS3 TESTIMONIAL

"The feedback that I received in my area was that CoTA hit the mark this time on food, service and presentation."

Janine Mays,  
CoTA referencing RS3's first  
season after taking over  
operations at the track

## OUR IMPACT

### Fox Austin



### KVUE





## Social Media



**Dennis de la Pena**  
@dennisonfox7

@ExpressPres @RS3Catering Just when I thought I couldn't like Opening Day any more... new ballpark food comes along. Sold.



**ATXpartygirl**  
@atxpartygirl

#Yum 🍷 @RS3Catering blew it out of the water at #TestBar inventing new #craftcocktails #LetsPlayBall 🍷 April 15th



**H-E-B Center**  
@HEBCenter

It's going to be hard to deciding what to eat first tonight! 🍷🍴 || @RS3Catering





### RS3 TESTIMONIAL

**"To say that there was a marked difference between our experience this year under RS3 and last year's under Sodexo would be a gross understatement. The training, the preparation, the quality of the products sold and the emphasis on customer service was so superior to anything we had experienced before."**

**Glenda Whitehead,  
Pastor, Journey of Faith UMC**

## OUR NETWORK RESOURCES

We've done all the heavy lifting for you! Our value proposition resides in our network of brands and industry support relationships that we've blended into a collection of the very best event and service talent available in the country. We'll gladly stack that network against any competitor. With RS3 as your in-house food service specialists, you're activating a turn-key network of culinary professionals that have served Super Bowls, World Series, large-scale music festivals, legendary sporting venues and world class sporting events. Our network provides the people, the product, the strategy, the planning, the analytical tools, financial gatekeeping and controls, the sales, marketing expertise, quality control, advisors, designers and the leadership – all wrapped in an intimate resource down the hall from your decision-makers. Representing the Ryan Sanders brand, RS3 will deliver this package and provide the university with an easily identifiable brand with a superior reputation for excellence and diverse business experience. When you select RS3 as your integrated food service department, you are also getting a collection of high-impact partners such as...





## OUR AWARDS





## OUR CIVIC SERVICE & COMMUNITY IMPACT

### RYAN SANDERS COMMUNITY MEMBERSHIPS



ALS Texas Chapter  
Austin Chamber of Commerce  
Austin Parks Foundation  
Austin Young Chamber  
CC4C  
Cedar Park Chamber of Commerce  
Cedar Ridge High School Site Base  
CHASCO YMCA  
Foster Angels of Central Texas  
Four Points Chamber  
Georgetown Chamber of Commerce  
Georgetown Rotary  
Greater Austin Hispanic Chamber of  
Commerce  
HeartGift  
Holy Family Catholic School  
Hope Alliance  
Hutto Chamber of Commerce  
Keep Austin Beautiful  
Lake Travis Chamber of Commerce  
Legacy Mission Trip to Zambia  
Metro YMCA  
Nolan Ryan Foundation  
Noon Kiwanis  
OM Foundation Texas Chapter  
Pflugerville Chamber of Commerce

R.O.C.K (Ride On Center for Kids)  
RBI Austin  
Reckless Kelly Youth Foundation  
Ronald McDonald House Charities Austin  
Rotary Club of Austin  
Round Rock Chamber of Commerce  
Round Rock Noon Lions  
Round Rock Partners in Education Foun-  
dation  
Round Rock Rotary  
Round Rock/Pflugerville Caregivers in  
Action  
RR Chamber of Commerce  
RRISD Partners in Education Foundation  
Special Olympics Central Texas  
St. David's Round Rock Medical Center  
St. Louis Catholic Church  
St. Richard's Episcopal Church  
Stony Point High School Business Acade-  
my Advisory  
Taylor Chamber of Commerce  
Texas A&M School of Business  
Williamson County Animal Shelter  
YMCA of Greater Williamson County



# WE KNOW SPORTS. WE KNOW CONCERTS. WE KNOW ARENAS. WE KNOW RESTAURANTS.

## We Know High-Volume Sports

With a cache of forward-thinking professionals and executive chefs from all over the country, RS3 boasts one of the most versatile and talented food and beverage management staffs in the industry. Our seasoned veterans have controlled operations at college campuses, NFL Super Bowls, NCAA bowl games, MLB World Series and many other high-profile sporting events. Our collective résumés include a veritable “Who’s Who” of the sports world:

## HIGH-PROFILE, HIGH-VOLUME SPORTS

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 55 Years managing NFL Stadiums:  | 17 NFL Super Bowls                |
| Tennessee Titans                 | 3 NFL Pro Bowls                   |
| Washington Redskins              | 4 NFL Experiences                 |
| Arizona Cardinals                | 2 BCS National Championship Games |
| 7 New Football Stadium Openings: | 45 NCAA Bowl Games                |
| Washington Redskins              | 7 NCAA Football Stadiums          |
| Tennessee Titans                 | 6 MLB World Series                |
| Winnipeg Blue Bombers, CFL       | 3 MLB All-Star Games              |
| Denver Broncos                   | 5 Kentucky Derbys                 |
| Indianapolis Colts               | 5 PGA Championships               |
| Arizona Cardinals                |                                   |
| Jacksonville Jaguars             |                                   |



## RS3 TESTIMONIAL

“I wanted to personally thank you and the team for a job done REALLY well last weekend! The outstanding F&B results were possible because you and the team worked tirelessly to build, equip, and train the team to effectively host one of the biggest sports crowds of the year in our great nation.”

Jason Dial,  
President & CEO  
Circuit of The Americas



## We Know Concert Arenas & Amphitheaters

Whether it's designing the front-of-house operations of the largest concerts in the nation, such as U2's 360 tour and the CMA Music Festival, or developing signature drinks for a more intimate concert setting inside a Performing Arts Center, our management team has done it. The concert genre is a unique business sector all its own, requiring more than just the more traditional "open the windows and sell beer" mentality of operating. The attendance levels, traffic patterns, sales mixes, per capita expectations, demographics, staffing plans and point-of-sale necessities of these events are unique and ever-changing, and our experience gives us great insight for how to best maximize your sales.

The CMA Music Festival is unique among music festivals, and is just one example of the level of experience, leadership and operational acumen that our staff can offer you. With a four-day attendance of nearly 200,000 fans, it has become one of the largest country music festivals in the world, featuring artist/fan interaction, autograph signings, photo opportunities, celebrity sports competitions, over 400 artists and more than 150 hours of concerts.

## CONCERT ARENAS & AMPHITHEATERS

Lawrence Joel Memorial Coliseum, Wake Forest University  
 Colonial Life Arena, University of South Carolina  
 Greensboro Coliseum, NCAA & ACC basketball tournament  
 Palace of Auburn Hills, NBA Detroit Pistons  
 Philips Arena, NBA Atlanta Hawks & ACC basketball  
 North Charleston Coliseum, ECHL Sting-rays hockey

American Bank Center, Texas A&M CC University  
 Prudential Center  
 Knoxville Civic Center  
 Cumberland County Crown Coliseum  
 BiLO Center  
 Glen Falls Arena  
 Frank Erwin Center  
 Austin360 Amphitheater  
 DTE Energy Music Theater  
 Meadowbrook Music Theater  
 PNC Music Pavilion



## We Know Collegiate Athletics

### COLLEGIATE ATHLETICS

BCS National Championship Games  
Allstate Sugar Bowl  
Wake Forest University Football  
University of South Carolina Football  
Tostitos™ Fiesta Bowl  
Franklin American™ Music City Bowl  
NCAA Men's Final Four  
ACC Men's Basketball Tournament  
ACC Women's Basketball Tournament  
Texas A&M CC Basketball  
University of Alabama Football  
University of South Carolina Basketball  
Wake Forest University Basketball

Western Kentucky University  
Wake Forest University Baseball  
Wake Forest University Soccer  
University of New Mexico Football  
University of New Mexico Basketball  
NCAA Men's Sweet Sixteen  
NCAA Men's Elite Eight  
Texas Christian University Football  
Tulane University Football  
University of Texas Football  
University of Texas Basketball  
University of Texas Baseball  
Missouri State University



## We Know Restaurants

### OUR CHEFS' RÉSUMÉS

RED, Atlanta  
Johnny Carinos, Round Rock  
Jack Allen's Kitchen, Round Rock  
Hooters, Landover  
Grille at Deacon Tower  
Aberdeen Barn, Lynchburg  
Radisson Hotel, Lynchburg  
Hyatt Regency, San Antonio  
La Mansion del Rio Hotel, San Antonio  
The Gunter Hotel, San Antonio  
The Fairmount Hotel, San Antonio  
The Little Nell Hotel, Aspen  
La Louisianne, San Antonio

Babylon Grill, San Antonio  
Zuni Grill, San Antonio  
Central Market, Austin  
Spoonz Cafe, Round Rock  
The Green Onion, New Braunfels  
Katz 's Deli, Austin  
Annie's Cafe, Austin  
Schlotzsky's, Austin  
Curly's Pub, Wisconsin  
Blue Pointe, Atlanta  
Capitol City Country Club, Atlanta  
Cherokee Country Club, Atlanta  
Starlight, Dallas





## OUR PREMIUM CATERING CLIENTS

RS3 has quickly earned its reputation for premium, upscale dining for budgets, palates and attendances of all sizes. From ballrooms to private lounges to motorsports to stadiums to concerts to unforgettable social events, RS3 offers a variety of unique and distinct spaces to showcase your event or social gathering. Experience world-class catering combined with thoughtful planning, delicious cuisine and professional and accommodating service.



## OUR BUSINESS BACKGROUND

Our business portfolio has been in the making for 50 years, spanning a diverse spectrum of unique interests. From professional sports ownership and management, to banking, cattle, food and food service and a variety of entertainment interests, our network of experiences and business contacts rivals the most aggressive firms in the Texas marketplace.





## OUR VENUES

### Dell Diamond



Combining a 27-year Hall of Fame baseball career with over 50 years of savvy business experience and the roots of Ryan Sanders Baseball (“RSB”) are profoundly a natural for sports ownership and services. Today, the group is comprised of more than 30 minority shareholders, many of them former professional baseball players. Established by Nolan Ryan, Major League Baseball’s all-time strikeout king, his son, Reid, and Houston financier and businessman Don Sanders, who first ventured into securities in 1959, Ryan-Sanders baseball laid down its foundation in Round Rock when it introduced the Round Rock Express and Dell Diamond to Central Texas in time for the 2000 season.

With Reid Ryan serving as Ryan Sanders Baseball’s Founder and Chief Executive Officer, the Double-A Round Rock Express, then affiliates of the Houston Astros, broke the Texas League single-season attendance record right out of the chute, grabbing the league championship along the way. The legacy has grown year over year since. Dell Diamond, now home to the Triple-A affiliate of the Texas Rangers, has become a flagship for the very best in family-entertainment, down home Texas-style guest attention, and a keeper of the ideals of Minor League Baseball’s affordability and outstanding entertainment value. The ballpark and organization have been recognized at the highest level of the game and continues to be a resource to companies around Texas and the United States as an example of outstanding guest services.

In 2005, the vision expanded to include the Corpus Christi Hooks and Whataburger Field and today spans the State of Texas in several ventures, including the newly formed sports services division.



#### DELL DIAMOND

**Ownership:** Round Rock Express

**City:** Round Rock, TX

**Capacity:** 12,500

**Events:** 100+

(72 Baseball Games, concerts, family & floor shows, catered parties)



## CIRCUIT OF THE AMERICAS



Circuit Of The Americas is a multi-purpose facility that will host the most prestigious racing events in the world, including the Formula 1 United States Grand Prix™. It is the first purpose-built Grand Prix facility in the U.S.

Built around a state-of-the-art 3.4-mile circuit track with capacity for 120,000 fans and an elevation change of 133 feet, the facility is designed for any and all classes of racing – from motor power, to human power.

Circuit of The Americas is ideally situated on a 1000-acre site in southeast Austin, approximately two miles from Austin Bergstrom International Airport, with scenic views of downtown.

Far more than a racetrack, Circuit of The Americas is a world-class performance, education and business center that will feature:

- Racing-focused amenities including a private Motorsports Driving Club and a Karting Track
- Public spaces for private events, seminars and conventions
- Visitor attractions that include an expansive live entertainment space, retail center and museum
- A center with research facilities and robust services and amenities to power a broad range of business, technology and education allies
- 40,000 sq. ft. state-of-the-art Conference/Media Center
- 5,500 sq. ft. medical center, offering paramedic services and EMS & medical student training
- Area for law enforcement vehicle training
- Fire and rescue training areas
- Driving academies
- Educational programs

RS3 was awarded the exclusive contract to the Circuit of The Americas and F1 US Grand Prix in 2014 for two reasons, to improve the quality of the Fan Experience and to return the business back to where it belongs, with ownership. Our impact was immediate, as high-level sponsors returned, food quality and service were improved and per capita spending at the US Grand Prix was up an astounding 35% over prior year.



### CIRCUIT OF THE AMERICAS

Ownership: Red McCombs

& Bobby Epstein

City: Austin, TX

Capacity: 120,000

Events: 300

(F1 USGP, Red Bull MotoGP, ESPN X-Games & daily café operations)



## AUSTIN360 AMPHITHEATER



The Austin360 Amphitheater, winner of Pollstar's "Best New Major Concert Venue" award for 2013, is Austin's premier destination to see the brightest stars in a world-class, open-air amphitheater. The venue, which partnered with Live Nation Entertainment, the world's leading live entertainment and e-commerce company, has room for up to 14,000 guests, offers reserved seating for 6,700, and features a spacious lawn perfect for enjoying unforgettable performances under the stars with family and friends.

The amphitheater also boasts the largest permanent stage in Central Texas and has hosted some of the biggest names in the entertainment industry, including: Jimmy Buffett, Dave Matthews Band, KISS, Nine Inch Nails, Kanye West, Kenny Chesney, Zac Brown Band, Mumford & Sons, Maroon 5, Blake Shelton, Miranda Lambert, Pitbull, Train, One Republic, Drake, and Lil' Wayne.

Austin, Texas, is revered by artists and their fans as the "Live Music Capital of the World," and the Austin360 Amphitheater is building on that fine tradition by bringing incredible entertainment events to the Central Texas region. In addition to intimate concerts, the amphitheater and the Grand Plaza grounds that surround it are designed to host multi-day music festivals, comedians, speakers, private rentals and sporting events.

### Austin360 Amphitheater Statistics

- Total capacity for up to 14,000 people
- Fixed seating for 5,240 people
- Floor seating for 1,700 people or general admission floor shows for 2,300 guests
- 18 premium loge boxes (12 with four seats per box and six with six seats per box)
- VIP seating and hospitality areas
- Large lawn space behind reserved seating areas
- Standing room square footage of 60,492 square feet
- Multiple areas for concessions on both sides of the stage and throughout the Grand Plaza
- Two main entrances to fixed seating area



### AUSTIN360 AMPHITHEATER

**Ownership:** Red McCombs

**& Bobby Epstein**

**City:** Austin, TX

**Capacity:** 14,000

**Events:** 20 (Concerts)



Austin360 Amphitheater  
 Circuit of The Americas  
 Coffee Bean & Tea Leaf  
 Dell Diamond  
 Express Bank  
 Nolan Ryan Beef  
 Nolan Ryan Foundation  
 R Bank  
 Round Rock Express  
 Ryan Sanders Baseball  
 Ryan Sanders Entertainment  
 Ryan Sanders Sports  
 Shope and Ryan Management  
 YMCA Williamson County



## LEADERSHIP

**Reese Ryan**  
**Chief Executive Officer**  
 Ryan Sanders Baseball

Reese serves as CEO of Ryan Sanders Baseball, parent company of RS3 and the ownership group for the Texas Rangers AAA affiliate, the Round Rock Express. Active in his alumni association, Ryan is a 1999 graduate of Texas Christian University with a Bachelor of Science in Radio-Television-Film Production, as well as a graduate of the TCU Ranch Management program.

In addition to his duties with the Express, Ryan also is involved in real estate as a partner in Shope and Ryan Management, a real estate investment company based in Fort Worth. He also serves as Founder and Chairman of the Board for R Bank - a community bank in Round Rock - and is a partner behind the Texas expansion of Coffee Bean and Tea Leaf.

Ryan is a recognizable member of the non-profit community currently serving on the Board of YMCA of Greater Williamson County as well as the Board for HeartGift, a foundation whose mission is to provide lifesaving heart surgery to disadvantaged children living in developing countries where specialized medical intervention is scarce or nonexistent.

Ryan also serves on the board of directors for Nolan Ryan's Tender Aged Beef as well as The Nolan Ryan Foundation, located in his hometown of Alvin, Texas. Ryan and his family resides in Austin, TX, and spends their free time skiing, hunting, fishing and traveling.





## **George King**

### **President**

**Ryan Sanders**

**Sports Services**

**Tel (512) 238-2202**

**gking@rs3sports.com**

George's responsibilities include the establishment and growth of the Ryan Sanders brand through its food, beverage and hospitality management at Dell Diamond, the Ryan-Sanders Sports Turf Services groundskeeping specialty concern, The Railyard retail team merchandise store management and the operation of the United Heritage Center conference and meeting center, also at Dell Diamond.

Outside the office, George is also involved in several charitable and civic organizations in and around the Central Texas community, including his service on the Board of Directors for the Just Keep Livin' Foundation and St David's/Round Rock Medical Center. Prior to RS3, King served as Executive Vice President and General Manager for the Round Rock Express where he led all day-to-day operations for administration and accounting, baseball activities and operations, entertainment and promotions, facility operations and management, food, beverage and hospitality sales and service, turf and site management, marketing and sales, as well as oversight of the adjacent United Heritage Center.

During his tenure he served on the Pacific Coast League Board of Directors. Under his stewardship and Ryan-Sanders Baseball investment, the club underwent several ballpark and infrastructural improvements, each with a focus on providing efficiencies to improve guest, sponsorship and employee satisfaction. Prior to joining the Express, George's background included serving as vice president and general manager of the Nashville Sounds and Vice President of the Pacific Coast League. King's professional career includes work with the Triple-A Phoenix Firebirds, the San Francisco Giants and Major League Baseball's Arizona Fall League.

Prior to Baseball, George served nine years in the U.S. Navy, including five years forward deployed in Japan. King was awarded the Navy Achievement Medal for distinguished service. George and his family reside in Round Rock, TX.

Arizona Fall League  
Austin360 Amphitheater  
Big League Weekend  
Circuit of The Americas  
Country Music Association  
J K Livin' Foundation  
Nashville Sounds  
Pacific Coast League  
Phoenix Firebirds  
Reckless Kelly Celebrity Softball  
Jam  
Round Rock Express  
Ryan Sanders Entertainment  
San Francisco Giants  
St. Davids Round Rock Medical  
Center



Atlanta Hawks  
 Atlanta Motor Speedway  
 Austin360 Amphitheater  
 Circuit of The Americas  
 Denver Broncos  
 Detroit Pistons  
 DTE (Pine Knob) Music Theater  
 Houston Astros  
 Indian Wells Tennis Garden  
 Meadowbrook Music Theater  
 Microsoft MGX Convention  
 NASCAR  
 Nashville Superspeedway  
 NBA Finals  
 NCAA Basketball  
 NCAA Football  
 NFL Experience  
 Super Bowl XLII  
 Super Bowl XXXVI  
 University of South Carolina  
 Wake Forest University  
 Washington Nationals  
 Washington Redskins  
 Winnipeg Blue Bombers, CFL



**Jay Kudla**  
**Vice President of Operations**  
 Ryan Sanders Sports Services  
 Food & Beverage Division  
 Tel (512) 238-2274  
[jkudla@rs3sports.com](mailto:jkudla@rs3sports.com)

A 24-year veteran in the Sports & Entertainment food service industry, Jay is responsible for leading RS3's entire Food & Beverage division. His multi-unit management background includes improving operations in the MLB, NBA, NFL, NCAA, NASCAR, MiLB and NHL, as well as both Super Bowl XXXVI in New Orleans, LA and Super Bowl XLII in Glendale, AZ.

Prior to joining RS3, Jay served as Regional Vice President for Centerplate, leading operations for various venues including FedEx Field, the largest stadium in the NFL and home of the Washington Redskins. The facility design renovations, service improvements and new menu development executed by he and his management team at FedEx Field resulted in the highest single-game per capita in NFL history.

Jay was elected as a founding member of the Centerplate's Centers of Excellence – Sports committee, charting the company's future course, and he was also nominated for the 40 Under 40 award for industry professionals in Sports Business Journal. His multi-unit responsibilities continued with Levy Restaurants, directing the Atlanta-area venues such as Philips Arena, Atlanta Motor Speedway and the new RED restaurant. He has also been an industry consultant for new venue openings and renovation projects for clients that include Washington Nationals, Wake Forest University and Winnipeg Blue Bombers. He and his team at the Greensboro Coliseum had the unique opportunity to give back to the victims of Hurricane Katrina in 2005, preparing sleeping accommodations and hot meals for any potential displaced families.

Jay has a dual-degree from Central Michigan University in Electrical Engineering and Mathematical Sciences, and currently resides in Hutto, TX.





**Ed Ebert**  
**Corporate Chef**  
 Ryan Sanders Sports Services  
 Food & Beverage Division  
 Tel (512) 238-2295  
 eebert@rs3sports.com

Executive Chef Ed Ebert has been working in restaurants since he was 15 years old. Ebert came to the Southwest attracted by the area's rapidly evolving and vigorous culinary environment.

In a little over three decades, Ebert has compiled an impressive resume. In San Antonio, Ebert cooked at the Hyatt Regency, Las Canarias (La Mansion del Rio), the Gunter and the Fairmount hotels. Ebert also held the reins at the world-renowned Little Nell Hotel in Aspen, Colorado. A Five Diamond, Four Star property, where he was mentioned by author Pat Miller in her book *The Gabby Gourmet*... "Chef Ed Ebert has the food been better than ever. Soup is magnificent, Pheasant Consomme- with a dash of vegetables, a puff pastry top...Mixed Green salad with Spicy Rabbit and Yam sausage, and a Dried Cherry vinaigrette,...Lamb Racks crusted with Pistachio pesto,...it's as near as heaven as you can get... you will never forget your visit here, it's fantasyland come true!" CNN actually paid a visit to the hotel during his tenure.

Since joining Zuni Grill, Chef Ebert and his staff created the legendary Zuni salsas (or Zalsas), featured in *Bon Appetit* and *Gourmet* Magazines. Largely, as a result of his work at Zuni, the restaurant has been featured in *Continental Airlines Magazine*. Appeared on the Travel Channel, Good Morning Phoenix (CNN affiliate), PBS, KENS, KSAT and KMOL and in *Bon Appetite*, *Gourmet Magazine*, *Texas Monthly*, *Chef Magazine*, *The New York Times* and *The San Antonio Express News*. *Nations Restaurant News* mentioned that Ebert's signature style has always reflected the premium he places on using ingredients indigenous to the area. Working with area farmers in Central Texas, Ebert is designing a garden behind the stadium where RS3 has elevated the food and beverage program to amazing new heights. The current plans involve the local school district's field trips which has the students learn to plant his garlic bulbs and returning in May and June to harvest them as the key component in the Signature Garlic Fries at the stadium.

Annie's Cafe & Bar  
 Austin360 Amphitheater  
 Babylon Grill  
 Cafe Spoonz  
 Central Market  
 Circuit of The Americas  
 Courtyard of La Louisianne  
 Fairmount Hotel  
 Gunter Hotel  
 H.E.B. Plus  
 Hyatt Regency  
 Katz's Deli & Bar  
 La Mansion Del Rio  
 La Louisianne Inc.  
 Little Nell Hotel  
 Zuni Grill



Atlanta Falcons  
 Atlanta Hawks  
 Atlanta Motor Speedway  
 Atlanta Thrashers  
 Austin 360 Amphitheater  
 Buckhead Life Group Restaurants  
 Charlotte Motor Speedway  
 Circuit of the Americas  
 FedEx Forum  
 Georgia Dome  
 Georgia World Congress Center  
 Green Bay Packers  
 H-E-B Center at Cedar Park  
 Kentucky Derby  
 Lambeau Field  
 Memphis Grizzlies  
 Miami Heat  
 Microsoft MGX Convention  
 NBA All-Star Game  
 NBA Finals  
 NCAA Basketball  
 NCAA Chick-Fil-A Peach Bowl  
 NHL All-Star Game  
 5 PGA Tournaments  
 Phillips Arena  
 Pittsburgh Pirates  
 PNC Park  
 RED Restaurant  
 SEC Football Championship  
 Super Bowl XXIX  
 Super Bowl XLIII  
 Texas Motor Speedway  
 The Grammy Awards  
 Velocity Lounge



## **Joel Peña**

### **Regional Executive Chef**

**Ryan Sanders Sports Services**

**Food & Beverage Division**

**Tel (512) 238-2274**

**[joel.pena@circuitoftheamericas.com](mailto:joel.pena@circuitoftheamericas.com)**

Regional Executive Chef Joel Peña is at the helm of RS3's large-scale kitchen operation. Often on the job for up to 18 hours, Chef Joel and his staff of 2,500 oversee the bustling Circuit of the Americas and Formula 1 premium dining operation, as well as preparing food for events at up to three different properties and over 150,000 meals daily.

While working in the role as an accountant in a restaurant many years ago, Chef Joel stepped up to help out in the kitchen when the restaurant's chef quit and the rest became his passion. Rave reviews from guests meant a new accountant for the restaurant, but a new star on their team. Chef discovered a love for the culinary arts and his talents have taken him to the heights of the sports and entertainment industry. Chef Joel is well known for his talent through NBA, NHL, NFL and NCAA, and on display at 2 NBA Finals, 1 NHL All Star Game, 5 Kentucky Derbys, 2 Super Bowls, 4 PGA Tournaments and the Grammy awards, among others. Chef Joel's experience in high volume logistics also includes coordinating the catering for over 75,000 meals per day for the annual Microsoft Conventions, and other large conferences at the Georgia World Congress Center. In addition to leading the culinary program at Circuit of the Americas, Chef Joel's extensive racing background includes roles as Executive Chef at high-profile NASCAR tracks, including the Atlanta Motor Speedway and Texas Motor Speedway.

Looking for the next level, Joel relocated to Austin to be RS3's Regional Executive Chef and command the international showcases often featured at CoTA, including the US Formula One Grand Prix.

Joel is a graduate of UTEC in El Salvador and currently resides in Round Rock, TX with his wife and daughter.





**Opal Scott**  
**Director of Special Events & Catering**  
 Ryan Sanders Sports Services  
 Food & Beverage Division  
 Tel (512) 238-2283  
 oscott@rs3sports.com

Opal Scott serves as RS3's Director of Special Events and Services. A twenty year veteran in the Sports & Entertainment industry, Scott is a born and raised in Kerrville, TX and has a diverse background in Marketing, Sales & Advertising. She most recently oversaw and directed all outbound and inbound sales opportunities for the 1,500-acre site at the Circuit of the Americas. She was also responsible for creating and booking of special events at COTA. The breadth and scope of Scott's Sports & Entertainment network is vast and comprehensive. She has extensive resources and contacts from her days in the NBA, where she worked for the league's Miami Heat, Atlanta Hawks and L.A. Lakers franchises in various capacities. She was present for both NBA Finals Championships won by the Miami Heat, where she was the mastermind behind the "King & Queen For A Day" initiative featuring LeBron James. In addition, she worked for several years in the NFL, operating FedExField for the Washington Redskins and assisting at the Georgia Dome for the Atlanta Falcons. She was also instrumental in the operation and execution of all premium suites during the AdvoCare500 at the Atlanta Motor Speedway, servicing 200,000 guests over a single weekend, and she was part of the Executive Opening Team at the brand new Marlins Park, home of Major League Baseball's Miami Marlins. Scott is a mother of two beautiful daughters, and currently resides in Austin, TX

American Airlines Arena  
 Atlanta Falcons  
 Atlanta Hawks  
 Atlanta Motor Speedway  
 Atlanta Thrashers  
 Austin 360 Amphitheater  
 Buckhead Life Group Restaurants  
 Charlotte Motor Speedway  
 Circuit of the Americas  
 FedExField  
 Georgia Dome  
 Georgia World Congress Center  
 Great Western Forum  
 H-E-B Center at Cedar Park  
 Los Angeles Lakers  
 Miami Dolphins  
 Miami Heat  
 Marlins Park  
 Miami Marlins  
 NBA Finals  
 PGA Tournaments  
 Philips Arena  
 RED Restaurant  
 Sovereign Bank Stadium  
 Sun Life Stadium  
 Velocity Lounge  
 Washington Redskins





# VISION AND CONCEPT

## ELEVATION PLAN

Snack bar area transformed into a representation of a Scottish Club House with warm and friendly ambience; pitch pine paneled walls; trimmed ceilings and angled coffers; seating niches with wooden tables featuring optional tablecloths; chandeliers; ceiling fans; a 20 linear foot horseshoe shaped bar with mirrored and securable back cabinetry containing the well-stocked spirits; a “Coop and Kennel-like” serving window storefront; mounted golf memorabilia and large windows looking out on to the outdoor seating area.

**It is our intent to keep the improvements “cosmetic” and therefore accomplished without the need for any permits.**

- **Niche Wall**
  - o Stained pine paneling and 1x4 inch trim for each niche
  - o Wooden table and four chairs
  - o Improved lighting
  - o Preserved windows that look out on to the outdoor seating area
- **Locker Room Door Wall**
  - o Walls and Locker Room Doors faux finished to match décor
- **Pro Shop Wall**
  - o Faux Finished Walls to match décor
- **Serving Window front**
  - o Paneled and trimmed to represent a “Coop and Kennel-like” storefront
- **Area between Serving Window and Kitchen entry door**
  - o 20 linear foot horseshoe-shaped stand-up bar
  - o Bar top planned to be granite matching existing, adjacent serving area
  - o Bartender access via two flip up counters at either end
  - o Mirrored back cabinetry with ability to secure contents
  - o Minor electrical improvements
  - o No plumbing changes
  - o Canned beer and deluxe plastic glassware for spirits and wine
- **Ceiling**
  - o Eliminate popcorn surface texture throughout
  - o Paint and 1x4 inch trim to match décor
  - o 2 new ceiling fans
  - o New lighting to match warmth of space
- **Floor**
  - o Remove existing flooring throughout
  - o Replace with engineered bamboo wood flooring or commercial grade carpet that will accommodate soft spike golf shoes
  - o Five additional wooden tables each with four chairs
- **Audio/Video**
  - o Two additional flat screen TVs
  - o Outdoor speakers in the seating area
  - o Subscription music source set-up





## THE CLAY/ KIZER VISION

To stay progressive and relevant, most golf courses today include a true “19th-Hole” concept, and we are prepared to create that vision throughout the entire space. A gourmet menu driven by our corporate chefs, new flooring and ceiling to continue the Scottish pub theme, an elegant horseshoe bar with stools, improved lighting, exterior signage and themed Scottish clan crests and flat screen TVs complete the vision. The Scottish tavern theme will be carried throughout the entire room, including the serving window for guests in a hurry, with chef-driven cuisine that is more indicative of a “restaurant” than a “concession stand.” In addition to all of the necessary equipment to operate the new Scottish bar and grill, we are including 2 uniquely themed mobile golf carts for delivery of food to our patrons out on the course.





## RESTAURANT STOREFRONTS vs. CONCESSION STANDS

We've applied that same philosophical approach to all of our concession stands, eliminating the "pre-wrapped" approach to the sporting event food experience. With a chef-infused concessions menu that is always "fresh", it is important that we market our products accordingly. All of our hot dogs are served fresh off the grill, and placed in vessels that help market its premium quality as the fans march around the stadium concourse. In much the same way that fine-dining establishments are moving away from the traditional round plate to more eclectic options, we use a variety of unique platescaping vessels that help us continue telling our story...even after it leaves the point of purchase.

We've taken our service ethos a step further in our training vernacular as well. We strip the term "concession stand" from our RS3 University lexicon, replacing it with the more appropriate "Restaurant Storefronts". The idea of marketing our product goes further than just digital menu boards and improved signage, as we take the idea of "branding" as far as possible. Whether it's one of our signature brand names, uniforms that are unique to each individual storefront in your stadium, distinctive serving vessels that assist in promoting the quality and freshness, extending the brand décor to the interior of each point of sale or customized menu engineering, our concept development team is perpetually finding new ways to dispel the stigma of traditional concept of "brick and mortar" concession stands. The effect of a restaurant storefront on the consumer is noteworthy, as the improved quality of the offerings is immediately apparent and appreciated.

### H-E-B Center at Cedar Park (BEFORE)



### H-E-B Center at Cedar Park (AFTER)





# OPERATING PLAN

## DAYS AND HOURS OF OPERATION

Daily: 1 hour before Sunrise until 1 hour after Sunset

## MENU

### Breakfast Menu

(1 Hour before Sunrise – 10:30 a.m.)

**The McConaughey Breakfast Taco** – Farm fresh scrambled eggs, chorizo sausage, shredded Monterrey Jack cheese and a slice of California avocado all wrapped in a warm flour tortilla 4

**The Willie Breakfast Taco** – Farm fresh scrambled eggs, bacon, shredded Monterrey Jack cheese and hatch green chiles all wrapped in a warm flour tortilla 4

**The Stevie Ray Breakfast Taco** – Farm fresh scrambled eggs, breakfast potatoes, and shredded Monterrey Jack cheese all wrapped in a warm flour tortilla 4





## MENU (CON'T)

### Grille Menu

**Black n Bleu Burger** – Nolan Ryan beef patty, Applewood bacon, roasted jalapeños, bleu cheese, white cheddar, chipotle mayo and blackening seasoning 8

**The Aloha Burger** – Nolan Ryan beef patty with Applewood bacon, Swiss, teriyaki-glazed grilled pineapple, chipotle mayo on a Hawaiian Roll 8

**Classic Cheeseburger** - Nolan Ryan beef patty topped with American cheese and fresh veggies 8

**Classic All-Beef Hot Dog** - Nolan Ryan all beef dog 5

**Big Kahuna Dog** – Nolan Ryan all beef dog with pineapple mustard, mango relish and avocado cream 6

**James Dean Dog** – 1/4 lb Nolan Ryan all beef jumbo dog with bleu cheese coleslaw and Frank's Red Hot sauce 6

**Grilled Cheese Hot Dog** – Nolan Ryan all beef dog wrapped inside of a grilled cheese sandwich 8

**Loaded Baked Potato Nachos** – House fried chips loaded with chili, cheese topped with scallions 7

**Austin Bleu Cheese Fries** – Sea Salt & Cracked Black Pepper housemade chips topped with bleu cheese and drizzled with balsamic glaze 6





## OPERATIONAL ETHOS

### The 3 P's

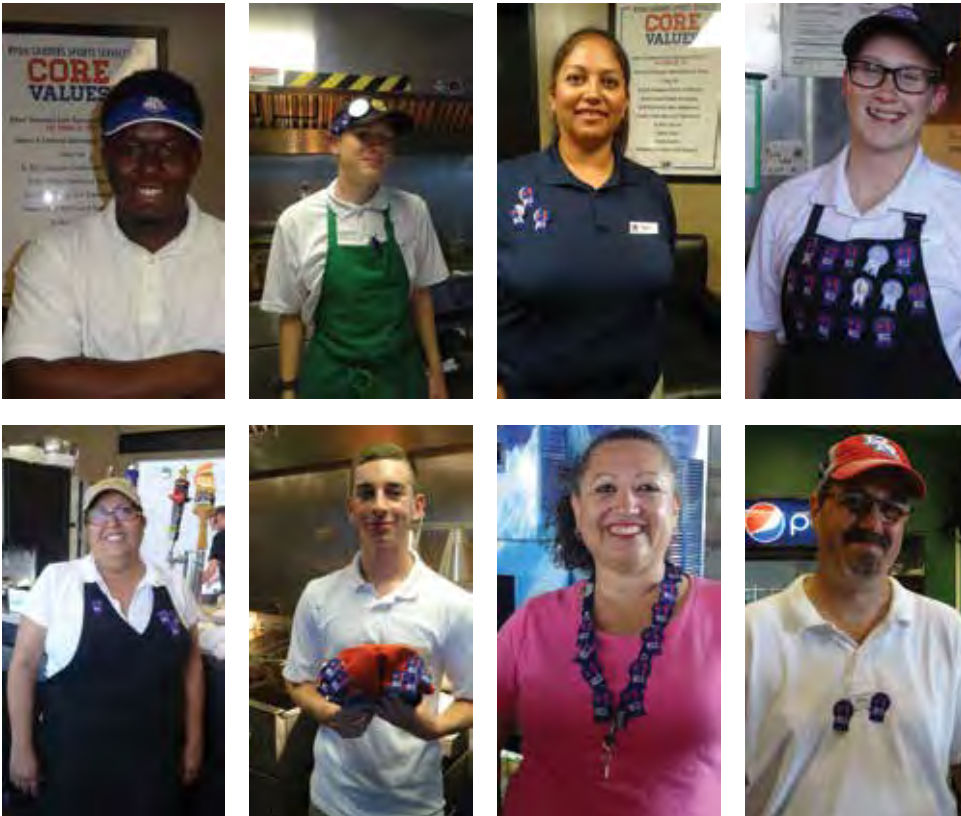
At its very core, our Operational Ethos and our approach to Event Planning can be summarized simply as “The 3 P’s” – The People, The Product & The Plan. It is the cornerstone foundation of all hospitality events, both large and small, and something that we practice religiously due to the impact it can have on the Fan Experience when not successfully executed or applied.

Nearly every single negative experience that a fan or guest in this industry has suffered through was a result of a negligence to all or part of this standard Operational Ethos. Conversely, the easiest way to guarantee a positive fan experience and garner repeat clientele is to ensure that the 3 P’s are always executed. This isn’t a mantra that we take lightly. It is just as important to us as “The Power of YES” and “Operating +1”.

### RS3 TESTIMONIAL

“Thank you for the surprise delivery of chocolate covered strawberries to suite 15 on August 15. You did know how to “wow” a group of girls celebrating a 16th birthday! The delivery wowed us too. They were also a beautiful presentation served on the round mirror with “Happy 16th Birthday” written in chocolate. It was a highlight of the party and they were delicious. Thank you again. It made us all feel extra special.”

Linda Hall,  
Season Ticket Holder





**RS3 TESTIMONIAL**

“Just wanted to drop you all a quick note, and let you know how AWESOME your café staff is. Jason, Paula and that crew are seriously so good; friendly, accommodating, great with staff AND external customers.

Please let them know how appreciated they are.”

Holly Peterson,  
Director of Events  
Circuit of The Americas

**THE PEOPLE****The “+1” Program & The “RS3 Way”****Operate +1**

We won't leave your guest at the altar. Taking care of your guest is Job One! Operating +1 means deriving an unexpected satisfaction in the wake of our service. Beyond platitudes, our understated approach is simple - take things to the next notch in quality, value or in recovering a guest's experience.

**Employee +1 Recognition Program**

In an effort to remind and showcase to our employees, volunteers and vendors the importance of our signature core values our Reward & Recognition Program includes special “+1 Pins” for anybody that goes above and beyond to improve the Fan Experience. Whether reported through a Secret Shopper program, witnessed by Management, or via a fan testimonial, our ultimate goal is to show sincere, visible appreciation for the employees that impact our Fans' Experiences, maintain positive employee morale, and to incentivize employees for successfully performing the higher level of service that is now the standard all RS3 operations.

**Proposed Staffing Plan for Jimmy Clay/ Roy Kizer Municipal Golf Complex**

General Manager  
Cart Girls (2)  
Cook (1)  
Bartender (1)

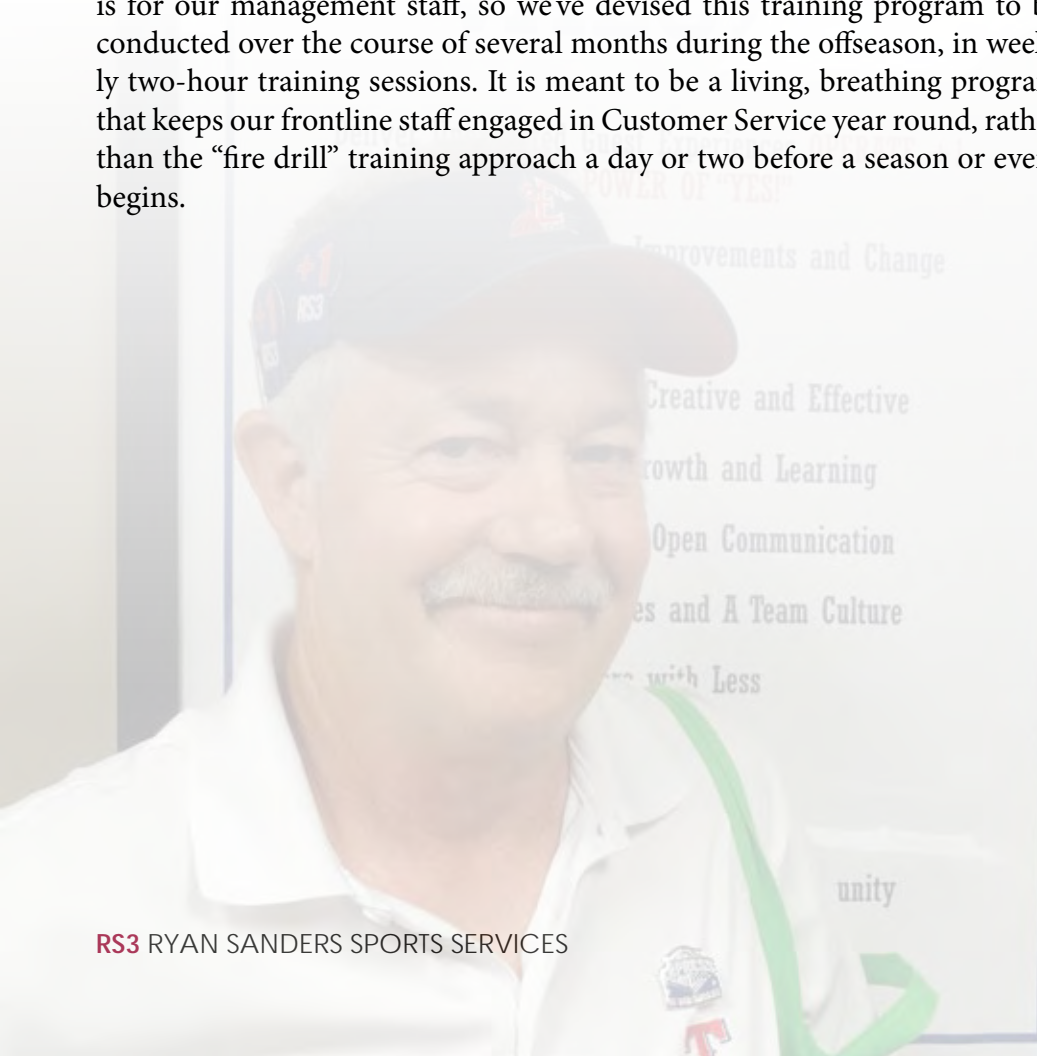


## RS3 University Training

### RS3 University



RS3 University is our internal, proprietary frontline staff training program that is required for every supervisor, concessions worker, suite attendant, in-seat server, warehouse worker and non-profit volunteer. Although the curriculum syllabus is ever-changing based on current needs and industry trends, at its core it will always be a comprehensive, multi-course training that encompasses our company values, customer service, table service 101, ServSafe®, responsible alcohol service, point-of-sale training, operate +1, health department 101, sanitation, menu specifications and up-selling. Our approach to continuing education and perpetual training is the same as it is for our management staff, so we've devised this training program to be conducted over the course of several months during the offseason, in weekly two-hour training sessions. It is meant to be a living, breathing program that keeps our frontline staff engaged in Customer Service year round, rather than the "fire drill" training approach a day or two before a season or event begins.





## RS3U Curriculum

In addition to our structured frontline RS3U training program, Ryan Sanders Sports Services also believes in, and actively practices, continuing education for all of its key operations and leadership personnel. We believe in this so whole-heartedly that its represented in the key tenets of our Core Values.

### RS3 CURRICULUM

We are RS3/Core Values/Customer Service  
Cash Handling  
Supervisor Duties  
Inventory Tracking  
Micros  
Responsible Alcohol Service  
Food Handling (use US Foods representative)

Venue Knowledge  
Bar Operation – Red Bull training (bartenders)  
Suite Operation (servers, runners, pantry)  
Set-up, Table-scaping  
Wine & Beer tasting  
NPO Operation (all NPOs – contract/paperwork, group lists, check-in/out, etc.)

### INDUSTRY-SPECIFIC COURSEWORK

Wine Tasting  
Wine Pairing  
Merchandising  
FIFO Rotation  
Special Event Planning  
Viticulture  
Mixology  
Sanitation  
Inventory Valuation  
Enology

Up-selling  
Table Service  
Table-scaping  
Forklift Training  
Safety Training  
E-Train  
Sustainability  
Disney Institute  
Waste Reduction



## Troon Privé



RS3 is proud to partner with Troon and Troon Privé for fine dining and premium service elements. With premiere accounts around the globe, the Troon brand stands for exceptional quality among the most discriminating of tastes and its award-winning talents are ready to bring satisfaction in the most demanding environments. Times have changed, and today the ability to offer a wide variety of upscale fare is now a standard in the sporting industry. Troon's formula for success in the area of golf course food and beverage includes extensive corporate office oversight and control. Through delivering superior service, diverse menu selections and comprehensive food and beverage programs, owners are discovering that the ability to offer upscale fare provides yet another opportunity to generate increased revenues.

Troon currently operates over 160 facilities around the world, 55 of which are luxury private clubs, with a world class culinary program built to offer the highest most prestigious service and production in the business. Troon's culinary team of over 400 executive and sous chefs offers turn-key operational support and is backed by one of the most sought-after culinary programs in sports. The program is designed to offer not only event management and support, but to be a proactive and contributing marketing resource for its clients. Custom menu design, analysis and strategic planning and activation are rooted in core values driven home by a rigid culinary training program at its headquarters in Scottsdale, Arizona.





## Recruiting & Qualifying

RS3's most valuable and important assets are the people that make its capabilities real. Team members are expected to perform at an elevated success rate, but require the appropriate tools and support to achieve not only company goals, but personal fulfillment.

Depending upon the job openings, candidates are resourced using a variety of blanketed approaches through an extensive industry network or through business resource partners such as Troon, Best Beverage Catering, Labor Ready or other candidate pools.

Management positions are filled through an exhaustive search and process that includes an extensive senior management career review, experience match-up and basic skill-set qualifiers. Once senior management has identified a bona fide candidate, a custom and unique company cultural committee, made up of current employees from random roles and positions, is formed to vet the suitability of each candidate as a fit to become company team member based on a number of intangible insights rooted in the company's Core Values and needs assessment. Candidates are then subjected to a thorough background check and, in some cases, behavior assessments such as Myers-Briggs or DISC testing. Results of these assessments are intended to be indicators and may or may not result in improving or hurting a management candidate's eligibility moving forward.

Final selection includes a review of the findings of each of the above steps and final interviews which typically includes a member of ownership.

The premise for such a detailed process is to establish not just a complete assessment of a potential team-member but the involvement and active participation of current employees in the selection of qualified and highly capable fellow colleagues. This ownership in the staff around them is a source of re-selling the culture, its setting and protection.



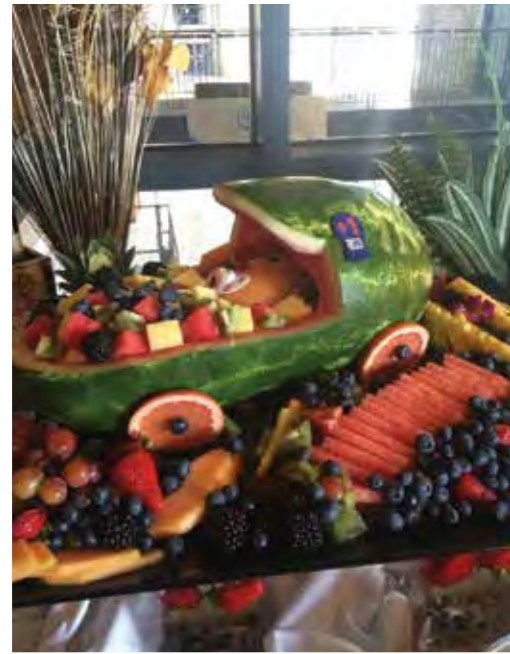
# THE PRODUCT

## Sights, Sounds and Smells of the Event

At the end of the day, we are still just a hospitality and foodservice company, so the quality of our end product is what leaves the lasting impression with our fans. It's ALL about the food, which is why you will never see a hot dog prewrapped in foil and shoved in a drawer in a concession stand, or a high-end suite delivery hidden in chafing dishes.

Our intent is to bring back the Sights, Sounds & Smells of the event, and that extends to packaging, marketing and presentation of our product. We serve every hot item fresh off the grill, without compromising a single second of transaction time or speed-of-service. We want every guest at the university to see the food quality and presentation walking around open-face from other fans, marketing itself "on-the-fly". And all of our catered functions and suite operations are tablescaped presentations that will leave a lasting impression on your guests, fans and clients.

We use induction heat, cutting edge technology that evenly and safely distributes heat in a tablescape setting, eliminating the need for steam heat from chafing dish, which hides the food from the fan and wilt the end product from too much wet heat. Our dual-heat approach also allows for additional room ambiance, as the flames-below-lamps-above approach adds a stunning lighting display that can further highlight the food presentation in a dim reception setting.





## OUR QUALITY CONTROL AUDITORS

### Food Safety & Sanitation - UL Everclean



UL Everclean is the food safety expert that delivers knowledge, education, management tools and operational effectiveness that ensure accountability and results. The UL Everclean audit team aligns each audit inspection with FDA Code, local health department code, best industry practices and company policies. Health auditors are college degreed, registered sanitarians that average eight years of experience and are technically and operationally competent.

#### UL Everclean Process





## UL Everclean Clients





## UL Everclean National Coverage



## UL Everclean Auditor Talent

- College Degreed
- Registered Sanitarians
- Registered Environmental Health Specialists
- Average 8 Years Experience
- Technically and Operationally Competent



Our Audit Team aligns each audit inspection with FDA Code, local health department code, best industry practices, and company policies



## UL Everclean Crisis Management

UL Everclean's crisis management program provides clients with tools that allow them to be proactive and not merely reactive.



UL Everclean's services can range from crisis management training to actual representation of their clients' interests during difficult times.

## UL Everclean Summary

- UL Everclean Services is a Respected Leader in Food Safety
- Their Competitive Advantage Positions them for Tremendous Growth
  - They understand the industry.
  - Their technology provides timely, actionable information.
  - They are not distracted by other endeavors.
  - They have the best people in the industry - nationwide.
  - Their services extend beyond auditing, training and reporting - helping companies protect their brand.



## PARTNER TESTIMONIALS FOR INTELLISHOP

"Just wanted to share. I am sure you have seen this report, but wanted to give a little feedback, as I am slowly figuring out how to navigate through IntelliShop's website. This is one of the most powerful reports I have seen as far as actionable, detailed, information goes."

Thank you,  
Woody Herney  
Jack in the Box  
Director of Operations

## Secret Shopper - IntelliShop



While we certainly expect to provide an exceptional experience to your customers, we know its very important to validate that our processes and procedures are delivering the "Operating +1" commitment that we are providing to you and your fans. We value the feedback of our customers and want to ensure that we deliver a consistent quality product 100% of the time. In order to validate this, we believe that conducting brief surveys of our customers along with a "secret shoppers" program can help us ensure that we are keeping our commitment to you. We will involve you in planning the execution of both of these programs so that we jointly can get the best data possible to make any changes or corrections if necessary.

A typical customer survey would be brief and contain questions similar to the following:

- 1) Food Quality
- 2) Beverage Quality
- 3) Service Quality
- 4) Cleanliness Quality
- 5) Appearance Quality

The Secret Shoppers program will be more detailed in the nature of the questions we will be auditing against. We will work with you to plan a custom mystery shopping road-map, schedule shops to fit your timeline, evaluate and analyze results to present an in-depth report, and change any problem areas. These evaluations are on going to help fine-tune our brand experience and take your business to the next level.



## REPORTING OPTIONS

### Standard Reports

Our suite of over 35 standard reports has been carefully selected to meet the most common client needs. Your system comes complete with a variety of reports that cover locations, surveys, trends, show multiple surveys, report on demographics and even month to month or annual comparisons.

### Premium Reports

You can use filters to generate subsets of data on any report to help you better analyze your results. There's even a Universal Industry Report to compare your performance against your competitors.

### Custom Reports

Our team of project managers and programmers are available to consult and develop reports to your specifications, or use our report generator to create custom reports without having to do any programming!

### Viewing Control

You can set your results so that only certain information is shown to certain people. For instance at the "Manager Level" your staff and managers can be restricted to viewing only the results for their location.

### Report Format

Our reports are available in a variety of formats including web, excel and PDFs of individual reports or full books of evaluations.

## ADDITIONAL SERVICES OFFERED

- IntelliView Video Recording
- Telephone Evaluations
- Digital Photography
- Surveys
- Competitor Evaluations
- Market Research

## PARTNER TESTIMONIALS FOR INTELLISHOP

"I delivered these reports to the Account Rep first thing this morning and have not received any kickback. I also did a topline review and was very pleased with your teams ability to deliver on these sample shops. Thanks for your tremendous effort and executing in such a short timeframe!"

**Laura Bechtel**  
Manager, Global Research  
Operations  
J.D. Power





### RS3 Horticulture

In addition, as part of our “everything is fresh” mantra, our Corporate Chef Ed Ebert is working on a new initiative that will work closely with local school districts, as well as our head Groundskeeper, on a new Fresh Garden program in the negative spaces of our venues. This program involves the creating, planting, cultivating and utilization of our own culinary garden. This allows our culinarians to harvest their own special produce and ingredients, while also creating an interactive horticultural opportunity for our local youth.

The garden currently features basil, lavender, cucumber and tomatoes that are used in signature cocktails and dishes in the Intel Club and suites, but will eventually expand to provide herbs and vegetables for items throughout the ballpark.



### Dell Diamond Vegetable and Herb Garden





## US Foods Has Our Back

US Foods is one of America's leading food service distributors to restaurants, healthcare and hospitality facilities, government operations and educational institutions. They offer more than 350,000 national brand products and their own high-quality private label items ranging from meats to produce to frozen foods. US Foods is based in Rosemont, Ill., and proudly employs about 25,000 associates in more than 60 locations. One of the key reasons for the selection of US Foods is their commitment to sustainability and use of technology. US Foods is committed to delivering on their promise to provide more local options to their customers so that they can support communities and reduce the amount of carbon emissions associated with the transportation of food from farm to fork.

In addition, their technology platform puts all supply chain data in one place for real-time visibility. This allows their customer to build more profitable menus, analyze product usage and history and manage inventory much more efficiently.





## THE PLAN

### Organic Growth

Data collection and analysis reveals more than just financial performance. Proper analytical tools also mean identifying opportunity. Traditional and non-traditional both have room at the table in today's sports venue marketplace. Our expert review of historical results and future projections can unveil unforeseen profit centers and marketing initiatives that drive the bottom line.

### Per Capita Improvement







*Improvement Over  
Previous Year*



*Improvement Over  
Previous Year*



*Improvement Over  
Previous Year*



*Improvement Over  
Previous Year*



## Value-Engineering & Facility Design

Great food and great service start with the basics – functional and serviceable equipment and back-of-house designs. We know every dollar is important, and our approach to maximize capital expenditures means your valuable time and resources will be spent elsewhere. Our company's Core Values can even be found in our CapEx Deployment, as we always strive to "Do More, With Less," which was evident in 2013 when we unveiled our customized Comal Grills that were made in-house with 7-gauge rolled steel. These stylish new grills not only enhanced our offerings to our suite clientele, but also saved over \$10,000 in capital. Our conduct and annual operational audit of our concession outlets, ensuring that work flow, front-of-house layout and kitchen designs are always as efficient as possible. Equipment selection, FF&E, Capital Project Planning and Project Management are all facets of our approach to executing our plan for an event or venue.

### Tiki Bar FrozenSational (AFTER)



(BEFORE)





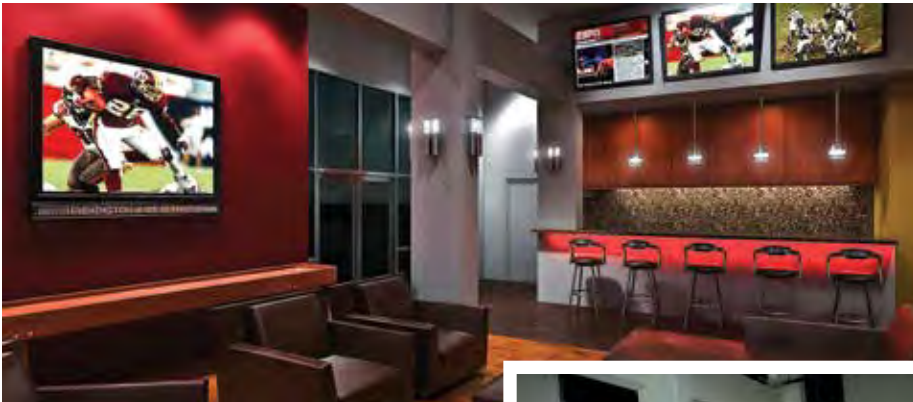
**ESPN Zone (AFTER)**



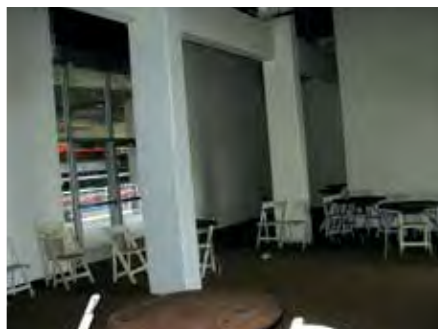
**(BEFORE)**



**Internal Suite (AFTER)**



**(BEFORE)**





**Irish Pub (AFTER)**



**(BEFORE)**



**Circuit of The Americas (AFTER)**

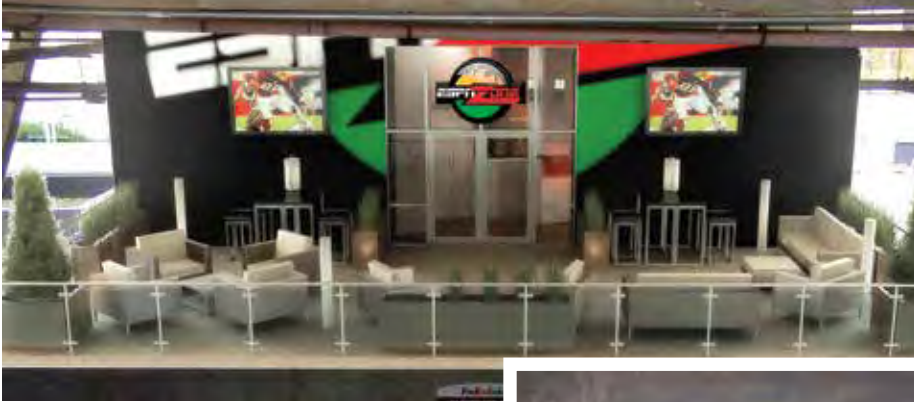


**(BEFORE)**





**Terrace Deck (AFTER)**



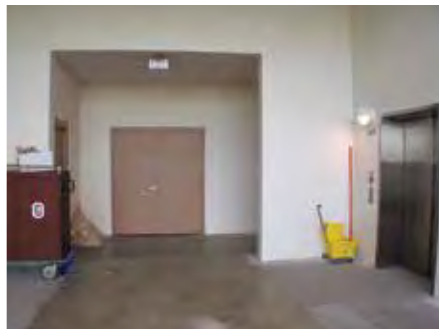
**(BEFORE)**



**Branded Elevator Lobby (AFTER)**



**(BEFORE)**





## Graphic Design & Branding

Our hospitality graphic design expertise ensures that we know what drives consumers to purchase products and experiences. We take a holistic view of each venue we work with including graphic systems, logos and menu design as-well-as integrated online and offline marketing solutions that drive enhanced business results for our clients.

### Our Brands





## Signature Menu Concept Development

### Grilled Cheese Dog



#### USA TODAY



#### MiLB FOOD FIGHT



### 2014 MiLB Food Fight Top 3

1. Triple C, Lakewood BlueClaws
2. Grilled Cheese Hot Dog, Round Rock Express
3. Champ Burger Omaha Storm Chasers

- Fans voted for the items in randomized matchups on MiLB.com.





**ROJO'S SOUTHWESTERN HIDEAWAY**  
Storefront



**ROJO'S SOUTHWESTERN HIDEAWAY**  
Menu



**Rojo's Southwestern Hideaway**  
Authentic Tex-Mex & Margaritas



***Texas Nacho Carne Y Queso Blanco***

Blue corn tortilla chips, pork carnitas, queso blanco, pico fresco, black beans, avocado cream and salsa roja.

***Taco Flights (3)***

Pork Carnitas, Grilled Chicken and Steak Fajita tacos, with shredded romaine, cilantro-lime vinaigrette and cheese.

***Chicken Quesadillas***

Served with Sour Cream and Salsa Roja.

***Verde Chicken Burrito***

Mexican rice, black beans, sour cream, shredded jack cheese and pico de gallo.

***Southwestern Taco Dog***

¼ lb. all beef Nolan Ryan Beef jumbo hot dog, with pico de gallo & queso blanco, served inside both hard shell & soft shell.

***Blue Corn Tortilla Chips with Salsa and Guacamole***

***Cinnamon Churros***

***Signature Salsa Bar***

***Pickle Pear Cactus Lime Margaritas***

***Dos Equis Draught Beer***

***Domestic Draught Beer***

***Fountain Soda***

***Red Bull***



## Fairlane's Diner

Classic Cars, Rock & Roll & Good Food



### *The "Marilyn"*

¼ lb. all beef Nolan Ryan Beef jumbo hot dog, w/ neon nuclear relish, red jalapeños, shredded cheddar & spicy mustard. Because Some Like It Hot. With parmesan house-made chips.

### *The "James Dean"*

¼ lb. all beef Nolan Ryan Beef jumbo hot dog, spicy mango salsa, sweet pineapple mustard & avocado slices. With parmesan house-made chips.

### *The "Fender"*

¼ lb. all beef Nolan Ryan Beef jumbo hot dog, Texas chili, shredded cheddar cheese, diced onions & sour cream. With parmesan house-made chips.

### *The "Motown"*

¼ lb. of all beef Nolan Ryan Beef jumbo hot dog, bleu cheese coleslaw, Frank's Red Hot® sauce and onions, on butter-toasted split top bun. With parmesan house-made chips.

### *The "Elvis" Banana & Peanut Butter*

Fresh Banana in hot dog bun, slathered with peanut butter and drizzled with honey. The King approves.

### *Parmesan House-made Potato Chips*

### *"Old Fashioned" Milkshakes*

Vanilla, chocolate or strawberry spun with local Blue Bell ice cream, and topped with whipped cream and a cherry.

### *Domestic Draught Beer*

### *Fountain Soda*

### *Red Bull*

### *Bottled Water*



**FAIRLANE'S DINER**  
Storefront



**FAIRLANE'S DINER**  
Menu



## DATA ANALYTICS

### Business Intelligence

We are fully aligned with the concept of measurement to drive performance, and of leveraging cutting-edge technology to improve metric granularity. Like you, our objective is to execute our hospitality services in such a way as to:

- Delight and Surprise Your Fans
- Maximize Your Returns
- Reinforce Your Brand

We share your belief that a unified system of KPI's will effectively align our interests and assure the degree of transparency demanded by the ground breaking level of excellence and collaboration we are each seeking to forge.

Ryan Sanders continues to use data analytics to shape our capabilities in all facets of the customer service/hospitality industry. We conduct numerous consumer surveys to better subdivide our fans into segments based on experience, need, demographics and purchasing behavior. We work closely with our purveyors and partners to develop specific concepts, programs, signature items and value offerings to deliver better returns.

Our unique approach is actually quite simple – we pride ourselves on doing things The Right Way and we continue to identify new ways of leveraging our Business Intelligence to make operational improvements. And due to our diverse background in Event Operations and Sports & Entertainment, this business intelligence is not limited to just the food and beverage scope. Our Baseball, Entertainment and Merchandise divisions allow unique perspective that is unmatched in Hospitality.



## SMART Data & Event Reporting Dashboard

### Benchmarking

Our core leadership team reviews, tracks and adjusts key decision making using a daily review of our operations. This review comprises several basic components.

### SMART Data

One of the major shortcomings to utilizing just “Big Data” from programs such as Everest is its inability to forecast trends. In essence, Big Data is great at capturing information regarding “What is happening”, but it is ill-suited to describe “Why it’s happening”, much less “What We Should Do About It.”

To be a true strategic partner we need to integrate the hard data detailed in the sections below with other key performance information. There are four critical areas that we focus on in order to truly connect with your fans, and drive your returns.

All operators focus on the first two, and we’re no different. In the sections below, and throughout the rest of this report, we go into great detail regarding the first two, Financial Success, Financial Reporting and Operational Performance. However, what we add to give greater dimension to our understanding of not only “what” is occurring, but “why” can be classified into two additional sections:

### Brand Identity

This measures the degree we are celebrating and fostering your brand identity, both internally and externally. This includes factors such as community outreach, sustainability, local “flare” and “feel”, positive media mentions, service area aesthetics, improved graphics & packaging and retail cosmetics.







## Connection

This captures our ability to engage and connect with your fans through our activity and is primarily based on fan feedback surveys, an aggressive secret shopper program, in-house qualitative audits, social media interaction and the unique utilization of season ticket database information.

## Event Dashboard

Our reporting is some of the most detailed and granular of any in the business, and continues to evolve with technological advancements, palate changes and industry trends. Our General Managers are required to conduct post-event and/or bi-weekly Business Review meetings with all of our partners in order to discuss financial/operational recaps, future plans, recent misses and areas requiring improvement. The following is a list of standard

### Dashboard reports in the RS3 daily operations:

- Per Capita Analysis
- Sales By Event Model
- Transaction Times & Speed of Service
- Actual vs. Forecasted Results (both sales and specific expenses)
- New Initiative Tracking
- Budgeting
- Venue vs. Venue comparisons (both per capita, net sales and attendance)
- Real-time forecasting
- Sales Mix Trends
- Distribution Trends (i.e. 10 year shift to “cool” product)
- Statistical Analysis
- Sales By Time Segments
- Sales By Media Type (Media Totals)
- Unit Sales & Sales By Category
- Weighted Unit Sales
- Market Share by “Zone”
- Units Per Thousand Analysis



## Sales

Sales forecasting is an on-going perpetual process that is updated daily. Sales for each event are initially forecasted during our budget process before the fiscal year begins, and then updated on a weekly basis to account for ticket sales, weather, industry trends, tour updates, etc. Our department managers use these forecasts to plan and execute the event included labor cost, cost of goods and variable operating expenses. A post event analysis process includes populating the remaining forecast for the operating week, month and year with actual, real-time event data as well as downstream updates for pending events.

## Cost of Sales

Included in the month end process is inventory management, and the standard inventory-to-cash reconciliation that is used when conducting inventory valuations. RS3 requires a period end inventory for all units to determine the period cost of goods. This data is then cross-references against calculated perfect cost analyses on the actual weighted unit sales to identify any outlier data. All variances, both positive and negative, are analyzed to ensure that costs are accurately stated, and that any necessary operational improvements are vetted.

## Labor & Operating Expenses

Each department manager is responsible for the weekly and monthly scheduling based on the anticipated business level. These plans are driven by the General Manager's previously calculated declining balance approach, which is updated and reviewed on a daily and weekly basis. At the end of each event, the labor planned and operating expenses planned is then reviewed against actual costs to identify variances. Any outliers are either explained in the monthly narrative, or a detailed action plan is put into place if needed.





## CLAY/ KIZER RENOVATION NEWLY CREATED BAR

- 20 linear foot horseshoe-shaped stand-up bar
- Bar top planned to be granite matching existing, adjacent serving area
- Bartender access via two flip up counters at either end
- Mirrored back cabinetry with ability to secure contents

**Bar – BEFORE**



**Bar – AFTER**





## REMODELED CEILING

- Eliminate popcorn surface texture throughout
- Paint and 1x4 inch trim to match décor
- 2 new ceiling fans
- New lighting to match warmth of space

**Ceiling - BEFORE**



**Ceiling - AFTER**





### MAIN SEATING AREA

- Remove existing flooring throughout
- Replace with engineered bamboo wood flooring or commercial grade carpet that will accommodate soft spike golf shoes
- Five additional wooden tables each with four chairs

### Main Seating Area - BEFORE



### Main Seating Area - AFTER





## WINDOW NICHE

- Warm color, booth-type window seating with 1x4 inch trim for each niche
- Wooden table and seats
- Improved lighting
- Golf memorabilia on walls
- Preserved windows that look out on to the outdoor seating area

**Window Niche - BEFORE**



**Window Niche - AFTER**





## PRO SHOP AND LOCKER ROOM DOOR WALLS

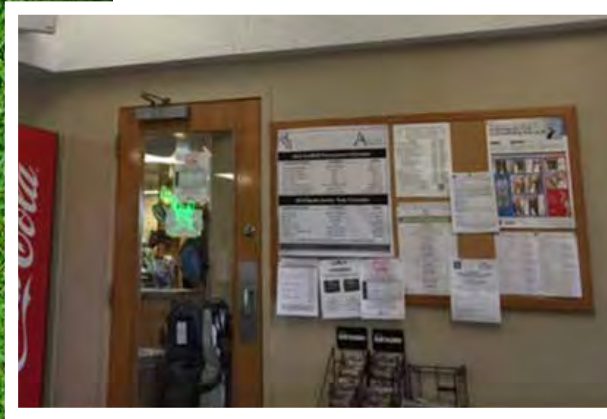
### Locker Room Door Wall

- Walls and Locker Room Doors faux finished to match décor

### Pro Shop Wall

- Faux Finished Walls to match décor

### Pro Shop & Locker Room Door Walls – BEFORE



### Pro Shop & Locker Room Door Walls – LOOK

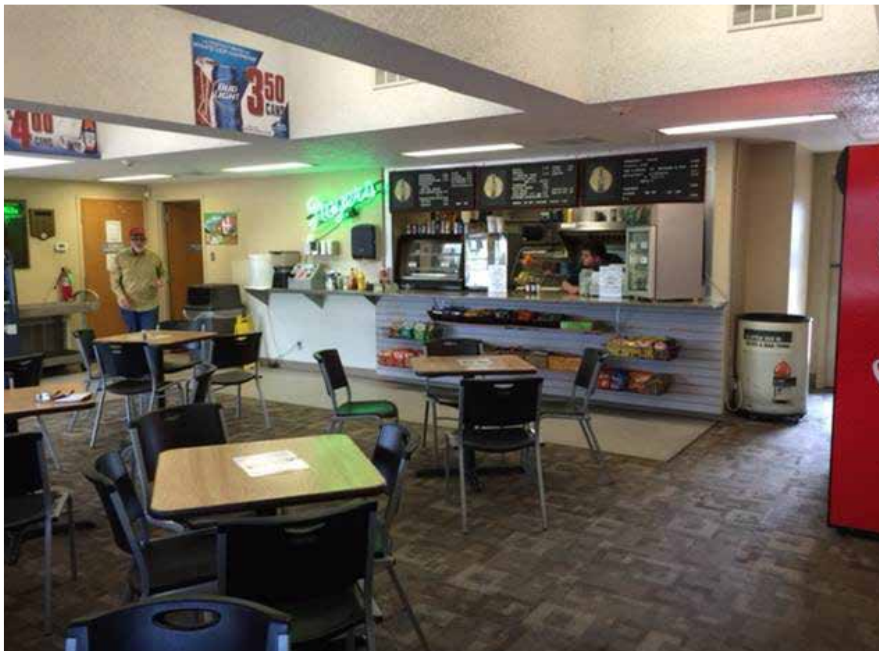




## SERVICE WINDOW FRONT

- Paneled and trimmed to represent a “Coop and Kennel-like” storefront

### Service Window – BEFORE



### Service Window – AFTER





## TRANSITION PLAN

The pressures and costs of renovating a facility can often exceed the available resources needed for execution. RS3 will create a seamless transition plan that will have food trucks and portable bars in place so guests don't have to feel venture elsewhere for either.

We believe that no one knows your operations quite like your internal staff. Our team takes the time to perform in-depth operational interviews and partners with your key stakeholders to understand any complexities we may face.

Each property's unique challenges have shaped us as experts, from optimizing operational space within a new facility to the logistics of pedestrian foot traffic. It is our estimation that the elevation will take 3 weeks and will be completed by November 2016. Within that 3 week period all ADA accessibility compliance codes will be adhered to.



## STATEMENT OF COMPLIANCE

Having read the entire document, the Respondent hereby attests it is compliant with all applicable rules and regulations of Federal, State and Local governing entities as related within the terms of Request For Proposal SMB0104.





## FINANCIAL PLAN

## FINANCIAL SUMMARY

Our financial approach is a unique one, as it returns the profitability of the business back to you. We will own and operate the business, including the necessary capital infusion to significantly improve the operations in both the themed storefront window and the new horseshoe bar, in return for a small management fee to be deducted from the operation's P&L. All bottom-line profitability and future growth will be paid directly to you, where it belongs. We want to do away with the landlord-lessee relationship completely, as it is our goal to be mutual partners in the future success at the Clay-Kizer golf courses and this model allows for that. Rather than being incentivized to cut corners, where the guests truly suffer, we are offering a financial package that aligns our agendas on the same trajectory.

In summary, we are offering a capital investment of \$200,000 to be spent on the complete re-branding of the food and beverage "window". Our vision for the Clay-Kizer will be that of an authentic Scottish bar and grille, paying homage to the history and roots of the game. A portion of that capital will also be deployed for all necessary equipment and two unique beverage carts for mobile delivery to our guests. In return, RS3 will retain an annual management fee of \$50,000.



## Forecasted Pro Forma - Year One

### Sample Management Fee P&L - 600K Revenue

Food Concession Sales	200,000	33.3%
Alcohol Concession Sales	400,000	66.7%
Premium/Suite Food	-	0%
Premium/Suite Alcohol	-	0%
Internal (Non-commissable)	-	0%
<b>Total In-House Sales</b>	<b>600,000</b>	<b>100%</b>

Subcontractor (Total Sales)	-	0%
<b>Total Annual Sales</b>	<b>600,000</b>	<b>100%</b>

Subcontractor (Total Sales)	-	0%
Subcontractor (Sub Share)	-	0%
Net Sales to Owner/Operator	-	0%
<b>Owner's Share - Sub Sales</b>	<b>-</b>	<b>0%</b>

		Benchmark
Food Concession COS	60,000	30%
Alcohol Concession COS	96,000	24%
Premium/Suite Food	-	30%
Premium/Suite Alcohol	-	24%
Internal (Non-commissable)	-	50%
<b>Total Cost of Sales</b>	<b>156,000</b>	<b>26%</b>

Variable Labor	96,000	16%
Labor Credits from Service Charge	-	0%
Labor Fringe	26,000	4.3%
Semi-Variable Salaries	70,000	11.7%
<b>Total Labor Cost</b>	<b>192,000</b>	<b>32%</b>

Operating Expenses	60,000	10%
Annual Amortization & Interest	30,000	5%
Management Fee	50,000	8.3%
<b>Total Operating Expense</b>	<b>140,000</b>	<b>23.3%</b>

<b>Total EBIT</b>	<b>112,000</b>	<b>18.7%</b>
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<b>Total In House Sales</b>	<b>600,000</b>	<b>100%</b>
<b>Total Subcontractor Sales</b>	<b>-</b>	<b>0%</b>
<b>Total Annual Net Sales</b>	<b>600,000</b>	<b>100%</b>



## Forecasted Pro Forma - Year Two

### Sample Management Fee P&L - 650K Revenue

Food Concession Sales	200,000	30.8%
Alcohol Concession Sales	425,000	65.4%
Premium/Suite Food	-	0%
Premium/Suite Alcohol	-	0%
Internal (Non-commissable)	-	0%
<b>Total In-House Sales</b>	<b>625,000</b>	<b>96.2%</b>

Subcontractor (Total Sales)	25,000	3.8%
<b>Total Annual Sales</b>	<b>625,000</b>	<b>100%</b>

Subcontractor (Total Sales)	25,000	100%
Subcontractor (Sub Share)	15,000	60%
Net Sales to Owner/Operator	10,000	40%
<b>Owner's Share - Sub Sales</b>	<b>5,000</b>	<b>50%</b>

		Benchmark
Food Concession COS	60,000	30%
Alcohol Concession COS	102,000	24%
Premium/Suite Food	-	30%
Premium/Suite Alcohol	-	24%
Internal (Non-commissable)	-	50%
<b>Total Cost of Sales</b>	<b>162,000</b>	<b>25.9%</b>

Variable Labor	97,000	15.5%
Labor Credits from Service Charge	-	0%
Labor Fringe	26,000	4.2%
Semi-Variable Salaries	70,000	11.2%
<b>Total Labor Cost</b>	<b>193,000</b>	<b>29.7%</b>

Operating Expenses	59,000	9%
Annual Amortization & Interest	30,000	4.6%
Management Fee	50,000	7.7%
<b>Total Operating Expense</b>	<b>139,000</b>	<b>21.4%</b>

<b>Total EBIT</b>	<b>141,000</b>	<b>21.7%</b>
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<b>Total In House Sales</b>	<b>625,000</b>	<b>96.2%</b>
<b>Total Subcontractor Sales</b>	<b>25,000</b>	<b>3.8%</b>
<b>Total Annual Net Sales</b>	<b>650,000</b>	<b>100%</b>



## Forecasted Pro Forma - Year Three

### Sample Management Fee P&L - 700K Revenue

Food Concession Sales	225,000	32.1%
Alcohol Concession Sales	450,000	64.3%
Premium/Suite Food	-	0%
Premium/Suite Alcohol	-	0%
Internal (Non-commissable)	-	0%
<b>Total In-House Sales</b>	<b>675,000</b>	<b>96.4%</b>

Subcontractor (Total Sales)	25,000	3.6%
<b>Total Annual Sales</b>	<b>700,000</b>	<b>100%</b>

Subcontractor (Total Sales)	25,000	100%
Subcontractor (Sub Share)	15,000	60%
Net Sales to Owner/Operator	10,000	40%
<b>Owner's Share - Sub Sales</b>	<b>5,000</b>	<b>50%</b>

		Benchmark
Food Concession COS	68,000	30%
Alcohol Concession COS	108,000	24%
Premium/Suite Food	-	30%
Premium/Suite Alcohol	-	24%
Internal (Non-commissable)	-	50%
<b>Total Cost of Sales</b>	<b>176,000</b>	<b>26%</b>

Variable Labor	101,000	15%
Labor Credits from Service Charge	-	0%
Labor Fringe	27,000	4%
Semi-Variable Salaries	70,000	10.4%
<b>Total Labor Cost</b>	<b>198,000</b>	<b>28.3%</b>

Operating Expenses	63,000	9%
Annual Amortization & Interest	30,000	4.3%
Management Fee	50,000	7.1%
<b>Total Operating Expense</b>	<b>143,000</b>	<b>20.4%</b>

<b>Total EBIT</b>	<b>168,000</b>	<b>24%</b>
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<b>Total In House Sales</b>	<b>675,000</b>	<b>96.4%</b>
<b>Total Subcontractor Sales</b>	<b>25,000</b>	<b>3.6%</b>
<b>Total Annual Net Sales</b>	<b>700,000</b>	<b>100%</b>



## Profitability Growth Analysis

Annual Revenue	Projected EBIT Mgmt Fee	%
600,000	112,000	19%
650,000	141,000	22%
700,000	168,000	24%
750,000	200,000	27%
800,000	235,000	29%

\*Note: In a management fee scenario, you retain 100% of the profitability with ANY organic growth.

\*\* Information contained within are estimates for comparison purposes only and should not be interpreted as guarantees. Actual results may vary.



## Recommended Renovations

### Improvement Expense (est. \$115,000)

1. New Bar Creation
2. Remodeled Ceiling
3. Main Seating Area Update
4. Window Niche Renovation
5. Pro Shop & Locker Room Wall Update
6. Serving Window Build-out
7. Purchase 2 beverage carts



*Featured are samples of similar concepts as executed at Dell Diamond.*









## GOAL DETERMINATION FORM

<b>Buyer Name/Phone</b>	Sandy Brandt/41783	<b>PM Name/Phone</b>	Sandy Brandt/41783
<b>Sponsor/User Dept</b>	8600 PARD	<b>Sponsor Name/Phone</b>	Idella Wilson/46718
<b>Solicitation Number</b>	RFP SMB0104	<b>Project Name</b>	Food and Beverage Concess
<b>Contract Amount</b>	Revenue	<b>Ad Date (if applicable)</b>	04/11/2016
<b>Procurement Type</b>			
Interlocal Agreement			
<b>Project Description</b>			
Food and beverage concession at Jimmy Clay/Roy Kizer Municipal Golf Complex.			
<b>Project History:</b> Was a solicitation previously issued? If so, were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.*			
Previously solicited as RFP. No subcontractors utilized.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity code breakdown by percentage; eCAPRIS printout acceptable.)*</b>			
96115 - 100%			
<b>Buyer Confirmation</b>		<b>Date</b>	

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>		<b>Date Assigned to BDC</b>	
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="radio"/> Goals	% MBE	% WBE	
<input type="radio"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="radio"/> Exempt from MBE/WBE Procurement Program	<input checked="" type="radio"/> No Goals		
<b>This determination is based upon the following:</b>			
Insufficient Availability of MWBEs			
<i>If Other was selected, provide reasoning:</i>			
<b>MBE/WBE/DBE Availability</b>			
<b>Subcontracting Opportunities Identified</b>			

<b>SMBR Staff</b> <i>K. Munnich</i>	<b>Signature/Date</b> <i>4/4/2016</i>
<b>SMBR Director (or Designee)</b> <i>[Signature]</i>	<b>Date</b> <i>4-6-16</i>